

The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District	
		22	622	6	40	Mawson	
		and known as 22/58 Shackleton Circuit, Mawson ACT2607					
Seller	Full name	Tanya Desmond as Executor for the estate of Barbara Garland					
	ACN/ABN						
	Address	4/10 Marine Drive, Narooma, NSW 2546					
Seller Solicitor	Firm	McGilvray Law					
	Email	ben@mcgilvraylaw.com.au					
	Phone	02 6189 5820	Ref: Ben Ververs				
	DX/Address	Level 10, 197 London Circuit, Canberra, ACT 2600					
Stakeholder	Name	Hive Property ACT Trust Account					
Seller Agent	Firm	Hive Property ACT					
	Email	samanthal@hiuveproperty.co					
	Phone	0492 597 902	Ref: Samantha Linsdell				
	DX/Address	Level 1, 4 Campion Street, Deakin, ACT 2600					
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351					
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease					
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy					
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents					
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected					
Date for Registration of Units Plan		N/A					
Date for Completion		Subject to special condition 9					
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA					
Land Tax to be adjusted?		☐ No ☒ Yes					
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes		
	Potential residential land?		☒ No		☐ Yes		
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)		
~~Foreign Resident Withholding Tax~~	~~Relevant Price more than \$750,000.00?~~		~~☐ No~~		~~☐ Yes~~		
		~~Clearance Certificates attached for all the Sellers?~~		~~☐ No~~		~~☐ Yes~~	

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Email					
	Phone		Ref			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)		☐ Deposit by Instalments (clause 52 applies)	
	Balance	\$				
Date of this Contract						

Co-Ownership	Mark one (show shares)	☐ Joint tenants	☐ Tenants in common in the following shares:

Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- ☐ Crown lease of the Land (including variations)
- ☒ Current certified extract from the land titles register showing all registered interests affecting the Property
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☐ Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- ☐ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- ☐ Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- ☐ Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- ☐ Proposed plan
- ☐ Inclusions list

If the Property is a Unit where the Units Plan is not registered:

- ☐ Inclusions list
- ☐ Disclosure Statement

If the Property is a Unit where the Units Plan is registered:

- ☐ Units Plan concerning the Property
- ☐ Current certified extract from the land titles register showing all registered interests affecting the Common Property
- ☐ Unit Title Certificate
- ☐ Registered variations to rules of the Owners Corporation
- ☐ (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- ☐ (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

If the Property is a Lot that is part of a Community Title Scheme:

- ☐ Section 67 Statement, as first or top sheet
- ☐ Community Title Master Plan
- ☐ Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- ☐ Proposed Community Title Master Plan or sketch plan
- ☐ Proposed Community Title Management Statement

GST

- ☒ Not applicable
- ☐ Input taxed supply of residential premises
- ☐ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☐ Margin scheme applies

Tenancy

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

Asbestos

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller	nil	% per annum
Interest rate if the defaulting party is the Buyer	10	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550.00	(GST inclusive)

Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name			
	ABN		Phone	
	Business address			
	Email			
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	☐ No	☐ Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:			\$
	Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997* (ACT) or the *Leases (Commercial & Retail) Act 2001* (ACT).
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Building Management Statement has the meaning in the Land Titles Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

Developer in respect of a Lot has the meaning in the Community Title Act;

Developer Control Period has the meaning in the Unit Titles Management Act;

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property Act;

Encumbrance has the meaning in the Sale of Residential Property Act but excludes a mortgage;

Energy Efficiency Rating Statement has the meaning in the Sale of Residential Property Act;

Excluded Change has the meaning in section 259A(4) of the Property Act;

General Fund Contribution has the meaning in section 78(1) of the Unit Titles Management Act;

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Rate means the prevailing rate of GST specified as a percentage;

Improvements means the buildings, structures and fixtures erected on and forming part of the Land;

Income includes the rents and profits derived from the Property;

Land Act means the *Land (Planning & Environment) Act 1991* (ACT);

Land Charges means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

Land Rent Act means the *Land Rent Act 2008* (ACT);

Land Rent Lease means a Lease that is subject to the Land Rent Act;

Land Titles Act means the *Land Titles Act 1925* (ACT);

Lease means the lease of the Land having the meaning in the Planning Act;

Lease Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Legislation Act means the *Legislation Act 2001*;

Liability of the Owners Corporation means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

Lot has the meaning in the Community Title Act;

Non-Land Rent Lease means a Lease that is not subject to the Land Rent Act;

Notice to Complete means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

Owners Corporation means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

Pest Inspection Report has the meaning in the Sale of Residential Property Act;

Pest Treatment Certificate has the meaning in the Sale of Residential Property Act;

Planning Act means the *Planning Act 2023* (ACT);

Planning and Land Authority has the meaning in the Legislation Act;

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

Property means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

Property Act means the *Civil Law (Property) Act 2006* (ACT);

Required Documents has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

Rescission Notice has the meaning in the Sale of Residential Property Act;

Residential Tenancies Act means the *Residential Tenancies Act 1997* (ACT);

Sale of Residential Property Act means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT);

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller's property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction. Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

- 4.4 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
 - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
 - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
 - 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
 - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

- 7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
 - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
 - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
 - 9.3.1 the Seller warrants that except as disclosed in this Contract:
 - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
 - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
 - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
 - 12.1.2 obtain approval for any Development conducted on the Land;
 - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
 - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
 - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Electronic transaction

- 13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*;

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

(c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and

- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
 - 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:
- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
 - 22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
 - 22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.
- 22.3 The parties agree that:
- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
 - 22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.
- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.
- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:
- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
 - 24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.
- 24.4 If this Contract says this sale is the supply of a going concern:

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89 of the Unit Titles Management Act.

32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36. Unit Title Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

40. Community title

40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and interpretation

41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

44.1 For the purposes of clause 10.1 Property includes the Common Property.

45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
 - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
 - 48.2.2 state the name and address of:
 - (a) the body corporate of the scheme; or
 - (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates — the manager;
 - 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
 - 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
 - 48.2.5 be signed by the Seller or a person authorised by the Seller; and
 - 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
 - 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

51.1 In this clause 51 the following words have the following meanings:

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
 - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Unit 22 UP No. 622
Block 40 Section 6 Mawson

SPECIAL CONDITIONS

These Special Conditions apply in addition to the Printed Terms. In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions prevail to the extent of the inconsistency.

1. Variations to Printed Terms

1.1 Variations

The Printed Terms are hereby varied as follows:

- (a) '**Land Charges**' is amended by inserting 'including body corporate levies' after 'Property';
- (b) clause 2.3 is replaced with the following:

'The Deposit may be paid by cheque, cash (up to \$3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay, but if it is not paid on time or, if the Deposit is not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract, the Buyer is in default.';
- (c) clause 5.3 is amended by replacing 'no later than 14 days before' with 'on';
- (d) insert clause 10.3 as follows:

'10.3 The Seller is not required to maintain any lawn or gardens after the Date of this Contract, and the Buyer cannot make any objection or claim or cause any delay due to any deterioration of the landscaping or lawn between the Date of this Contract and Completion.';
- (e) clause 13.6 is amended by replacing 'within 7 days of the Effective Date' with 'prior to Completion';
- (f) clause 13.8 is amended by replacing 'Within 7 days of' with 'After';
- (g) clause 13.10 is deleted;
- (h) clause 33.1 is amended by replacing 'Date of this Contract' with 'Date of the Unit Title Certificate';
- (i) The definition of *Relevant Price* in Clause 51.1 is deleted;
- (j) Clause 51.2 is deleted.
- (k) clause 52.3.1 is replaced with the following:

'5% of the Price by cheque, cash (up to \$3,000.00), Electronic Fund Transfer (EFT) or DEFT Auction Pay on the Date of this Contract (**First Instalment**); and'
- (l) clause 52.5.2 is amended by adding 'or' after 'presentation';
- (m) a new clause, 52.5.3 is inserted as follows:

'52.5.3 not received as cleared funds into the trust account of the Stakeholder by 5:00pm on the second business day after the Date of this Contract,'.

2. Unit Purchase

2.1 If the Property is a Unit:

- (a) the Buyer acknowledges it was provided with a reasonable opportunity to undertake enquiries in relation to the body corporate records and inspect, review and take advice in relation to the body corporate records, including records not disclosed in the Unit Title Certificate;
- (b) any special levies raised or due after the date of the Unit Title Certificate are the Buyer's sole responsibility and liability, and the Seller will not make any adjustment or allowance in favour of the Buyer in relation to special levies raised or due after the Unit Title Certificate; and
- (c) the Buyer cannot make a claim or objection or rescind or terminate this Contract in respect of any undisclosed liabilities of the Owners Corporation, including the raising of any special levies, after the date of the Unit Title Certificate, irrespective of the Date of this Contract.

3. Agent Warranty

3.1 Warranty

- (a) The Buyer warrants that the Buyer was not introduced to the Seller or the Property by any agent (or employee of or person connected with an agency) other than the Seller's agent (if any) stated on the Schedule. This warranty does not merge on Completion.
- (b) In the event that the Buyer is in breach of the warranty in Special Condition 3.1(a), the Buyer hereby agrees to indemnify the Seller for any costs, damages, losses, liability, fees and/or expenses, arising out of such breach, including all legal costs on a full indemnity basis. This indemnity does not merge on Completion.

4. Keys

4.1 Keys

The Seller will supply all keys for the Property in the possession of the Seller. The Buyer must not delay completion, make any objection, requisition or claim for compensation in relation to keys for the Property.

5. Adjustments

5.1 Adjustments

If this Contract is not completed on or before the Date for Completion due to delay or default caused by the Buyer, then:

- (a) notwithstanding clause 8, the Buyer will be liable for all Land Charges from the Date for Completion; and
- (b) the Seller will be entitled to all Income up to and including actual completion.

6. Deposit Bond

6.1 Deposit Bond

- (a) The Deposit may be paid by delivery of a Deposit Bond with the Seller's consent.
- (b) If the Deposit is to be paid by delivery of a Deposit Bond, the Printed Terms are amended as follows:
 - (i) clause 2.3 is deleted and replaced with the following:

2.3 The Deposit may be paid by delivery of a Deposit Bond in a form approved by the Seller

6.2 Payment to Seller

The Buyer must pay to the Seller the amount guaranteed under the Deposit Bond by cash, unendorsed bank cheque or by payment electronically in the Electronic Workspace on the earlier of:

- (a) Completion;
- (b) termination of this Contract by the Seller for Buyer default;
- (c) within 24 hours of the Seller serving on the Buyer a notice in writing claiming the Buyer forfeits the Deposit; and
- (d) any other date that the Deposit is due to be paid, is payable, or is forfeited to, the Seller.

6.3 Replacement of Deposit Bond

In the event that Completion has not occurred and the Deposit Bond has an expiration date that is less than 30 days, the Buyer must either:

- (a) replace the Deposit Bond with another deposit bond in a form approved in writing by the Seller before expiration of the Deposit Bond; or
- (b) pay the amount guaranteed under the Deposit Bond by unendorsed bank cheque before expiration of the Deposit Bond.

6.4 Payment to Stakeholder

- (a) In the event that:
 - (i) the Buyer fails to comply with its obligations under Special Condition 6.3;
 - (ii) in the Seller's opinion, the provider of, or insurer under, the Deposit Bond, is unable to pay the amount referred to in the Bond; or
 - (iii) the provider of, or insurer under, the Deposit Bond is placed under external administration or is insolvent;

then the Buyer must, within 24 hours of the above event occurring, pay the Deposit (or so much of it as has not already been paid by unendorsed bank cheque) to the Stakeholder, by unendorsed bank cheque.

6.5 Call Upon Deposit Bond

(a) If the Buyer fails to comply with its obligations under Special Condition 6.2, 6.3 or 6.4, then the Seller is entitled to:

- (i) immediately terminate this Contract by notice in writing (if not terminated already); and/or
 - (ii) call upon the provider of, or insurer under, the Deposit Bond for payment to the Seller of the amount guaranteed under the Deposit Bond; and/or
 - (iii) claim the Deposit from the Buyer.
- (b) It is agreed and acknowledged that the Seller is not required to call upon the provider of, or insurer under, the Deposit Bond for payment of the Deposit in the first instance, or before claiming the Deposit from the Buyer.

6.6 Timing of the Essence

Timing is of the essence for the purposes of this Special Condition 6.

7. Corporate Buyer

7.1 Director's Guarantee

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract by executing the annexed Directors Guarantee.

8. Miscellaneous

8.1 Death and Incapacity

If any of the parties die or is found by a court or tribunal to be incapable of administering their own affairs prior to completion, either party may rescind the contract and clause 21 will apply.

8.2 Annexures

The Seller does not warrant the accuracy or completeness of any document annexed or exhibited to this Contract, or forming part of this Contract.

8.3 Waiver

The Seller does not waive any of its rights under this Contract, at law or in equity, unless it is in writing and signed by the Seller or the Seller's solicitor. Failure to exercise a right or remedy, or delay in doing so, cannot be interpreted as a waiver of the right of the Seller to that right or remedy.

8.4 Variation

This Contract can only be varied by agreement of both parties in writing and signed by each party (or their solicitor on behalf of a relevant party).

8.5 Whole Contract

McGilvray.

This Contract comprises the entire agreement of the parties in relation to the Property. This Contract supersedes any prior draft contract, negotiation, agreement, promises or representations and conduct in relation to the Property.

8.6 Warranties

Warranties given by the Buyer under this Contract do not merge on Completion or termination but endure for the benefit of the Seller.

8.7 Counterparts

This Contract may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument. A Party may execute this Deed by executing any counterpart.

8.8 Legal Advice

Each Party acknowledges that it has received legal advice about this Contract or has had the opportunity of receiving legal advice about this Deed.

9. Registered Proprietor

9.1 Registered Proprietor

The parties acknowledge that Barbara Garland is deceased. The Seller will, at the Seller's cost, arrange for the registration of the Transmission Application to transfer the title to Tanya Desmond prior to completion

9.2 Date for Completion

The Date for Completion will be the later of:

- a) 30 days from the Date of this Contract; and
- b) The 7th day after notification by the Seller to the Buyer that the Transmission Application has been registered.

The Buyer may make no claim against the Seller, or raise any objection or requisition, in relation to the Transmission Application or any of the matters raised in this Special Condition.

DIRECTORS GUARANTEE

Background

- A. The Guarantor has agreed to provide a guarantee and indemnity, in their personal capacity, in relation to this Contract upon the terms set out in this guarantee.
- B. The Guarantor has obtained, or has had the right and opportunity to obtain, independent legal advice in relation to this guarantee.
- C. The Guarantor signs this guarantee freely and voluntarily, and without any undue pressure or influence from the Buyer or the Seller.

1. Definitions and Interpretation

1.1 Definitions

In this Contract, the following expressions have the following meanings, unless a different meaning should be applied as a result of the context:

Company means the Buyer;

Guaranteed Money means any and all amounts that:

- (a) at any time;
- (b) for any reason or circumstance are payable by the Buyer under the terms of this Contract;
- (c) whether at law or otherwise; and
- (d) whether or not of a type within the contemplation of the Parties at the date of this Deed;

Guaranteed Obligations means all express and implied obligations to be observed or performed by or on behalf of the Buyer under this Contract.

1. Guarantee and Indemnity

1.1 Consideration

The Guarantor acknowledges that the Seller is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee in their personal capacity. In consideration of the Seller entering this Contract to sell the Property to the Buyer, the Guarantor grants this Guarantee and Indemnity.

1.2 Guarantee

- (a) The Guarantor, in their personal capacity, unconditionally and irrevocably guarantees payment to the Seller of the Guaranteed Money.
- (b) If the Company does not pay the Guaranteed Money on time and in accordance with the Contract then the Guarantor agrees to pay the Guaranteed Moneys to the Seller on demand from the Seller. A demand may be made at any time, and whether or not the Seller has made demand on the Company.
- (c) The Guarantor, in their personal capacity, unconditionally and irrevocably guarantees the due observance and performance of all Guaranteed Obligations of the Company under this Contract.
- (d) If the Company does not fully observe and perform all of its Guaranteed Obligations then the Guarantor agrees to observe and perform those obligations on demand from the Seller. A

demand may be made at any time, and whether or not the Seller has made demand on the Company.

1.3 Indemnity

- (a) The Guarantor, in their personal capacity, indemnifies the Seller against any liability or loss arising, and any costs it suffers or incurs:
 - (i) if the Company does not, or is unable to, pay the Guaranteed Money;
 - (ii) if the Company does not, or is unable to, perform or observe a Guaranteed Obligation;
 - (iii) if an obligation that the Company would otherwise have to pay the Guaranteed Money is found to be void, voidable or unenforceable;
 - (iv) if a Guaranteed Obligation is found to be void, voidable or unenforceable;
 - (v) if the Seller is obliged, or agrees, to pay an amount to a trustee in bankruptcy or liquidator (of an insolvent person) in connection with a payment by the Guarantor or the Company. (For example, the Seller may have to, or may agree to, pay interest on the amount); or
 - (vi) if it defaults under this Deed; and/or
 - (vii) in connection with the Seller exercising, or not exercising, rights under this Deed.
- (b) The Guarantor agrees to pay amounts due under this indemnity on demand from the Seller.

1.4 Acknowledgement

The Guarantor acknowledges that it is responsible for making itself aware of the financial position of the Company and in relation to any payment of the Guaranteed Money and observance and performance of the Guaranteed Obligations.

Executed by:

Signature of witness

Signature of Guarantor

Name of witness (print)

Name of Guarantor

Executed by:

Signature of witness

Signature of Guarantor

Name of witness (print)

Name of Guarantor

Volume 1165 Folio 72 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Mawson Section 40 Block 6 on Deposited Plan 7465 with 22 units on Unit Plan 622

Unit 22 (Class B) entitlement 42 of 1000, 0 subsidiaries

Lease commenced on 31/07/1990, terminating on 02/07/2079

Proprietor

Barbara Garland

22/58 Shackleton Circuit Mawson 2607

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume** N/A **Folio** N/A

Restrictions

Purpose Clause: Refer Units Plan

S.180 181 Land Act 1991: Compliance/Completion Cert Issued

End of interests

Volume 1165 Folio 73 Edition 1

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Mawson Section 40 Block 6 on Deposited Plan 7465 with 22 units on Unit Plan 622

Lease commenced on 31/07/1990, terminating on 02/07/2079

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 622

C/-ACT Strata Management Services PO Box 3208, Weston ACT 2611

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume** N/A **Folio** N/A

Registered Date	Dealing Number	Description
17/09/2003	1335752	Special Resolution Altering Articles
16/11/2005	1446476	Application to Note Special Resolution
16/10/2012	1824355	Application to Note Special Resolution - Refer to Instrument

End of interests

LODGED BY:

CANBERRA

UNITS PLAN SERVICES

P.O. Box 3336

80/100

2611



04/09/2003 12:26:50

1335752



AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

APPLICATION FORM

LAND TITLES ACT 1925



Document code

THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE LAND TITLES ACT 1925 (eg APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL/FOL	INSTRUMENT NO.
MAWSON	40	6			622

2. TITLE OF APPLICATION

Alteration to Corporations Articles under the Unit Titles Act

3. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

The Owners – Units Plan No. 622 hereby certify that the following is a true copy of Articles changed at the Annual General Meeting of the Corporation on 13 August 2003.

MOTION

RESOLVED and carried that Article 3 be amended by inserting therein paragraph (3) as set forth in the document annexed hereto and marked "A".

RESOLVED and carried that Article 4(1)(a) be amended by deleting therefrom the words 'unopposed resolution' and inserting in their stead the words "special resolution and with the prior written consent of the adjoining unit owners".

4. DATE

28 August 2003

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT.

The Common Seal of
The Owners – Units Plan 622
was hereunto affixed
in the presence of:



Authorised Agent

SIGNATURE OF APPLICANT.

FULL NAME AND SIGNATURE OF WITNESS.

INSTRUCTIONS FOR COMPLETION

- * The information collected by this form is authorised by the *Land Titles Act 1925*, will be used for the purposes of that Act and will be available for search pursuant to sections 65 and 66 of that Act. It will also be made available to government agencies for statistical and administrative purposes and to non-government persons and organisations concerned with land. A fee may apply to any or all of the above.
- * Delete where inapplicable.
- * This document should clearly indicate the identifiers of all land affected.
- * Complete or rule up all boxes.
- * Execution of document by-
 - Natural Person- Should be witnessed by an adult person who is not a party to the document.
 - Attorney- If this document is executed by an attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg "AB by his/her attorney XY pursuant to Power of Attorney A.C.T. registered no of which he/she has no notice of revocation".
 - Corporation- S. 127 of the Corporations Law provides that a company may validly execute a document with or without using a common seal if the document is signed by
 - a) two directors of the company;
 - b) a director and a secretary of the company; or
 - c) where the company is a proprietary company and has a sole director who is also the sole company secretary, that director.
- * Alterations should not be made by erasure but by scoring through with a pen and the words substituted written above them verified by initials in the margin.
- * Typewriting and handwriting should be clear, legible and in permanent black ink.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	

DATE:	17 9 03

ANNEXURE REFERRED TO

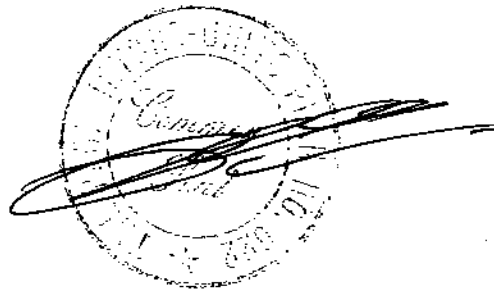
ANNEXURE TO MEMORANDUM OF

DATED 4-9-03

-2-

RESOLVED and carried that Article 4 be amended by inserting therein paragraphs (3) to (7) inclusive as set forth in the document annexed hereto and marked "A".

RESOLVED and carried that Article 5 be amended by inserting therein paragraphs (2) to (6) inclusive as set forth in the document annexed hereto and marked "A".



ACT GOVERNMENT
Land Titles Act 1925
Registrar-General's Office



SR\$1446476

11/11/2005 10:29:05

1446476

ACT 2600



SR

Form 092

SPECIAL RESOLUTION

Lodging Party CUPS
LOCKED BAG
Box Number 6 DEAKIN

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

An application to amend the articles of the Owners Corporation for the following unit plan

1. LAND

Vol:Fol	District/Division	Section	Block
1165:73	MAWSON	40	6

2. UNITS PLAN NUMBER

622

3. DETAILS OF AMENDMENT

That the attached amendments to the Articles of Units Plan 622 be adopted for registration by the Owners Corporation.

4. SUPPORTING DOCUMENTATION

- ☒ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution / Motion

5. DATE

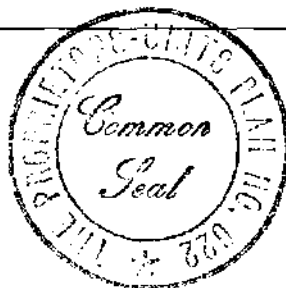
1 AUGUST 2005

6. EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL

Executed by

Affixed in the presence of

MR I HUTCHINS



By being signed by:

Signature	
MR IAN HUTCHINGS Full Name (Block Letters)	
Canberra Units Plan Services 1/39 GEILS COURT, DEAKIN ACT 2600 Address	
AUTHORISED AGENT Office Held	

Signature
Full Name (Block Letters)
Address
Office Held

7. OFFICE USE ONLY

Lodged by		Certificates Lodged	
Data Entered by		Attachments Lodged	

Examined by		Certificate of Title Lodged	
Registered by		Registration Date	16/11/01

PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

SCHEDULE OF NOTES

1. Wherever it is provided in the *Unit Titles Act 2004* for an alteration of a Units Plan or an order to be lodged with the Registrar-General, such a variation or order should be lodged according to Registrar-General's Office procedure, upon payment of the prescribed fee and upon production of the relevant title as follows -
 - application to be accompanied by the authority for the variation/ court order.
 - should be lodged with the Certificate of Title or proof of production of the title.
2. Documents must be typed, or completed in black ink or biro.
3. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialled by all parties.
4. If there is insufficient space in any panel use an annexure sheet.
5. Volume and Folio references must be given. Insert unit number if the land is land under the *Land Titles (Unit Titles) Act 1970*.
6. Execution by
 - **A Natural Person** – should be witnessed by an adult person who is not a party to the document.
 - **Attorney** – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
 - **Corporation** – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common Seal if the document is signed by:

NB The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.

**MINUTES OF ANNUAL GENERAL MEETING OF THE OWNERS - UNITS PLAN
NO. 622 HELD ON WEDNESDAY 27 JULY 2005 AT UNIT 1, AFA HOUSE, 39
GEILS COURT DEAKIN ACT AT 5.30 PM**

PRESENT: Mr & Mrs J Alcock
Mrs J Storrs
Mr W Marshall
Mr I Trundle
Dr & Mrs R Dodson
Mr G Menham
Mr & Mrs R Scott
Mr & Mrs Tennant
Mr K Stevens
Mr I Hutchings

PROXIES: Ms M Dalton
Mr D W & Mrs B M Whitbread
Mr T J & Mrs S J Bowman
Mr & Mrs C & M Humphries in favour of Chairperson
Mr S Jezek in favour of Mr J Alcock
Mr P Mokhtari in favour of Mr K Stevens

1. Mr Menham was appointed Chairperson for the meeting.
2. The minutes of the previous Annual General Meeting were taken as read.
3. **MOTION 1**
MOVED Mr Tennant seconded Mr Alcock and carried that the minutes of the previous Annual General Meeting be confirmed.
4. There were no matters arising from the previous minutes which would not be addressed as the meeting proceeded.
5. **Financial Statements**
5.1 The Managing Agent advised the owners present that the finances had been carefully scrutinised during Committee Meetings during the past year and that a pre-AGM Committee had taken place on Thursday 2 June 2005 to discuss the finances agenda for this Annual General Meeting. Mr Tennant confirmed that the finances were indeed in the correct manner as reported.

MOTION 2
RESOLVED and carried that the financial statements be accepted as presented.

6. Insurance

- 6.1 The Chair advised that over the past year a great deal of effort by the committee has gone into insurance matters. He noted in particular the work done by Mr Alcock and Mr Tennant in relation to the valuation and specific insurance matters. Recently the Managing Agent sent out a schedule for the owners to return to the Managing Agent indicating improvements carried out to their properties. At the time of the Annual General Meeting 9 units have not responded with the schedule.
- 6.2 The Managing Agent confirmed that advice that if a unit owner had done \$50,000 worth of structural alterations to that unit, as long as the insurance companies were notified that the amount of up to \$50,000 would be covered under the present Building insurance cover. However, if alterations exceeded \$50,000 it would be advisable for the unit owner to approach the insurance company, in this case CGU, to ask for a top-up on the Buildings insurance for their particular unit. This additional premium would be added to the Body Corporate's annual premium and then added to the levy account for that unit and payable by that owner. The Managing Agent is to seek clarification from the insurance company if it is one alteration in the amount of \$50,000 or more or a combination of alterations that added to \$50,000 or more.
- 6.3 It is noted that landscaping and in ground sprinkler systems are not covered under buildings insurance. The control box would be covered. More work is needed on the insurance side of this aspect of Units Plan 622 and Mr Alcock has agreed to be the coordinator for such work. The Managing Agent reminded owners that it is essential that they hold their own Contents and Public Liability Insurance for any accident which may occur within their unit regardless of whether they are occupiers or landlords. Several owners mentioned that they in fact have their own Workers Compensation as they employ their own gardeners within their own unit boundary.
7. Owners were informed that the existing insurance cover is with CHU Underwriting Agencies Pty Limited as follows -

POLICY NO. 45885	Due 30/08/2005
Buildings	\$8,900,000
Public Liability	\$10,000,000
Voluntary Workers	\$100,000/\$1,000
Workers Compensation	Unlimited
Office Bearer's Liability	\$5,000,000
Excess on Claims:	\$100

MOTION 3

MOVED Mr Tennant seconded Mr Alcock that the existing Buildings insurance held by the Corporation will remain at \$8,900,000 for the following twelve month period. Carried.

MOTION 4

8. The meeting deferred the budget discussion until after consideration of motions 6, 7 and 8 as they have an impact on the budget and these items need to be considered before the budget is approved.

MOTION 6

Mr Tennant addressed the owners present in regard to Motion 6 that the Corporation accept the quote from Jim's Mowing in the sum of \$1,697 to upgrade landscaping of Corporation land adjacent to Unit 1.

MOVED by Mr Stevens and seconded by Mr Tennant

RESOLVED and carried that the Corporation accept the quote from Jim's Mowing in the sum of \$1,697 to upgrade the landscaping of Corporation land adjacent to unit 1.

MOTION 7

Mr Tennant advised that the temporary box light fitting in not vandal-proof and is fairly unsightly and the idea of installing an in ground light to illuminate the entrance sign in keeping with the entrance ways to 48 and 36 Shackelton Park. It was noted that this is a sinking fund expense.

MOTION 7

RESOLVED and carried that the Corporation install, at a cost of under \$600, an in ground light to illuminate the entrance sign with that cost to be taken from existing Sinking Funds.

MOTION 8

The meeting had before it an explanatory note from the Executive as to why the gum tree at the entrance to the complex needed to be removed. An inspection had revealed that it was unhealthy and a danger. It was noted that the tree was within the boundary of Unit 1 but that it had also been a feature of the complex. Because of the issues involved, the Executive was referring the matter to the AGM for decision.

A lengthy discussion took place in regard to who should be responsible for the removal of the gum tree. It was noted that a number of trees have been removed throughout the complex. Where they were not on common property they were removed at the owner's expense. Thus an important principle arose in relation to the tree at the entrance being on Unit No 1 's property.

Mr Tennant advised that the arborist's report stated that the tree is diseased and dying and forms a public liability issue to the entrance of the property which is used by visitors and owners alike, and also to the owner of Unit 1. Mr Tennant advised that the Executive Committee had discussed the particular circumstances of the owner of unit 1 incurring the cost of full removal of the tree.

The Committee suggested three options:

- (i) That the Owner pay for the removal of the tree

- (ii) The Owners Corporation pay for the removal of the tree
- (iii) That the Owners Corporation and the owner of Unit 1 share the cost of the removal

There was general agreement that the removal of the tree by the owner's corporation would set a precedent for the removal of trees in the future.

It was **resolved** that the Owners Corporation agree to the removal of the large gum tree at the entrance to Units Plan 622 and that, noting that the tree was the responsibility of the owner of Unit 1 and taking into account the circumstances of the owner, the Owners Corporation pay for the removal of the tree in the amount of \$1650 in the first instance, the cost of removal to be reimbursed by the owner of Unit 1 over a two year period, the Managing Agent to write to the owner advising of the arrangement for her to repay \$1650 to the Owners Corporation interest free over a two year period.

MOTION 4

MOVED by Mr Tennant seconded by Mr Alcock that the proposed budget be accepted. Owners will note an increase in levies for this year of approx \$90 per levy payment. This to cover the additional landscape work.

MOTION 5

MOVED by Mr Tennant seconded by Mr Alcock.

RESOLVED and carried that the corporation determine a levy contribution equal to the sum of the budget for the twelve month period commencing 01/08/2005 and to be contributed to in accordance with unit entitlements. Payment may be made by equal half yearly payments in advance provided payment is made within thirty days of the beginning of the half year. If payment is not made within thirty days of the beginning of the half year the right to pay by instalments will be forfeited and the whole of the year's levy then outstanding shall become due and payable from the first day of the half year in which payment is not made.

MOTION 9, 10, 11

The chair informed the meeting that the Executive Committee had sent to all unit owners, proposed amendments to the Default Articles. These amendments formed the substance of Motions 9, 10 and 11.

The primary purpose of the amendments is to meet the concerns of unit owners in respect of applications to erect or alter any structure in or on the unit, currently requiring a special resolution, even after the unit owner proposing the alterations had written agreement from other unit owners. The Executive Committee has sought to clarify and simplify the process by giving the decision-making to the Executive Committee and providing for the full body corporate to consider the matter in certain circumstances.

A second substantive amendment is to give the Executive Committee the power to delegate to the Managing Agent the attaching of the Owners Corporation seal. In the main the amended Articles retain the provisions of the Articles as they exist at present but reordered for ease of identification.

MOTION 9

MOVED by Mr Tennant seconded by Mr Stevens that Article 4 be amended by replacing the existing Article with the words identified in *italics* in the document appended hereto and marked 'A'.

MOTION 10

MOVED by Mr Alcock seconded by Mrs Storrs that Article 12 be amended by adding the words identified in *italics* as set forth in the document amended hereto and marked 'A'.

MOTION 11

MOVED by Mr Trundle seconded by Mr Tennant that the following words presently incorporated at the end of the default articles be deleted:

'129 Breaches of articles - remedy

(1) If a member of an owners corporation or the occupier of a unit breaches the articles by act or omission, the corporation may serve on the member or occupier written notice giving particulars of the breach and requiring the member or occupier to remedy the breach within a reasonable time stated in the notice.

(2) If the person on whom a notice is served fails to remedy the breach within the time stated in the notice, the owners corporation may remedy the breach itself.

Note: If the owners corporation remedies the breach, it may recover the cost of remedying the breach from the member or occupier concerned (see s 54(1)(b)).'

MOTION 12

MOVED by Mr Tennant seconded by Mr Alcock that the Default Articles as amended be submitted for registration and on registration provided to each unit owner.

The Managing Agent advised the members present that in relation to the fixing of the common seal that it is only used by the Managing Agent on occasions such as structural alteration plans that the need to go to ACT Planning. The common seal is required after Body Corporate approval is given. Also in Section 75 for the sale and settlement of a unit within the complex.

Election of Committee members for the coming year. Mr Menham and Mr Alcock advised that they would not be standing for election on the Committee

10. Mr Tennant advised that he would also step aside but agreed to remain for a period of three months to oversee the final outcome of projects that have been ongoing in the last year. Mr Scott's nomination for Committee member was accepted.

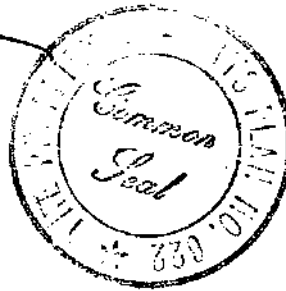
As a minimum of three Committee members is required, the Managing Agent will write to the owners inviting a further two members to nominate for the committee.

The Managing Agent indicated that if no further owners came forward, the Managing Agent will have no other course than to make all owners Members of the Executive Committee for the purpose of the Unit Titles Act 2001. This would mean that all owners will receive all information in regard to the Body Corporate, such as applications, financials statements, etc.

11. Mr Menham thanked Mr Tennant for his enormous amount of work with the Committee and dedication to the task at hand and also Mr Alcock for his Involvement in the valuation and insurance aspects of Units Plan 622.
12. Owners present thanked the entire Committee for all their efforts over the last year.
13. The Managing Agent thanked the Committee for their guidance, advice and assistance since coming on board earlier this year and it is indeed sad to see the Committee step down, and certainly understands their reasons for doing so.

There being no further business the meeting closed at 6.30pm.

CHAIRPERSON



**ACT**

Government

Justice and Community Safety

OFFICE OF REG
ACT Justice and Communit

SR1824355

10/10/2012 14:57:40 MULLJ

1824355**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
ACT Strata Management Services	PO Box 3208 WESTON ACT 2611	6281 7000

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
~~116-15~~ 116-15-73	MAWSON	40	6	622

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)

Default Rules – New Article 13- Insurance Ecess

SUPPORTING DOCUMENTATION

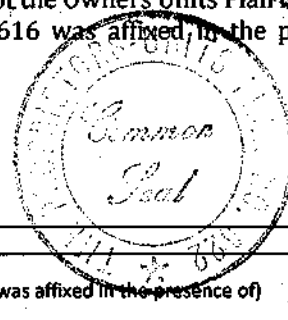
(Please tick appropriate item – Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
- ☐ Sealed copy of Resolution/Motion
- ☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)

The Common Seal of the Owners Units Plan No: 622
ABN 17 813 530 616 was affixed in the presence of an
authorised Person.

**EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL** (The Common Seal was affixed in the presence of)

Signature	Signature
DAVID BOWDITCH Full Name (Block Letters)	Full Name (Block Letters)
PO Box 3208 WESTON ACT 2611 Address	Address
Body Corporate Manager Office Held	Office Held

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		
Registered by	Registration Date	16 OCT 2012

Approved form AF 2012 - 95 approved by Jon Quiggin, Deputy Registrar-General on 23/01/2012 under section 140 of the Land Titles Act 1925 (approved forms)

This form revokes AF2010-61

Unauthorised version prepared by ACT Parliamentary Counsel's Office

us

The Owners of the Units Plan No 622 hereby request the Registrar of Titles to note that at the Annual General Meeting of the Owners held in Canberra on the 17 July 2012 it was resolved by Special Resolution to make the following changes.

A true copy of that Special Resolution is as follows:

Article 13 Insurance Excess

Resolved to add the following Rule:

"That any excess payable on an Owner's Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the failing of the Owner's Corporation's common property, then the excess is the responsibility of the Owners Corporation.

Carried (no dissent noted)



**MINUTES OF ANNUAL GENERAL MEETING
FOR THE OWNERS UNITS PLAN NO. 622
HELD 17 JULY 2012
AUSTRIAN-AUSTRALIAN CLUB, MAWSON**

The meeting commenced at 5.30 pm.

Present

Ms P Cherry & Ms N Hohnke	Unit 1	Mr & Mrs G Menham	Unit 12
Ms P Rohan	Unit 2	Ms S Welsh	Unit 13
Mrs J Storrs	Unit 3	Mr R & Mrs J Rae	Unit 15
Mr D Whitbread	Unit 4	Mr C Kilpatrick	Unit 16
Mr W Marshall	Unit 5	Mr R Fischer	Unit 18
Mrs P Trundle	Unit 6	Mrs B Garland	Unit 22
Mrs R Dodson	Unit 7		

Graeme Howie & Craig Bowditch - A.C.T. Strata Management Services

Apologies: Mr J Alcock (Unit 2), Dr Dodson (Unit 7), Mr & Mrs J Manton (Unit 9) & Mr R & Mrs J Ellison (Unit 10).

Chairperson

Resolved that Ms Hohnke be the chairperson for the meeting. **Carried.**

Proxies

Resolved that the following proxies be accepted:

Mr & Mrs S Jezek	Unit 8	F/O	Mrs Dodson
Mr & Mrs J Manton	Unit 9	F/O	Mrs Storrs
Mr R & Mrs J Ellison	Unit 10	F/O	Mrs Storrs
Mr & Mrs R Scott	Unit 14	F/O	The Chairperson
Mr & Mrs C Humphries	Unit 19	F/O	The Chairperson



Carried.

Minutes of the Previous Annual General Meeting

Mr Bowditch advised that it had been noted that an apology for last year's AGM, from Mr & Mrs Menham had not been included the minutes and that the minutes would be amended.

Motion 1(amended): Resolved that the minutes of the previous Annual General Meeting be confirmed after the abovementioned amendment. **Carried.**

Matters Arising from Previous Annual General Meeting

Insurance Review: Mr Menham sought clarification regarding the decision made at last year's AGM regarding the "Review of Insurance Premiums due to Owners Property Improvements" and the subsequent resolution for the Owners Corporation to remove the responsibility for individual owners to pay insurance payments for improvements at owners units. This to be discussed further under Agenda Item 6 (Insurance).

All other matters have been attended to.

Financial Report

Motion 2: Resolved that the financial statements be accepted as presented. **Carried.**

Insurance

Currently the Corporation has the following insurance cover:

Company:	Allianz
Building:	\$ 15 503 355
Public Liability:	\$ 10 000 000
Expiry Date:	30 August 2012

Excess: \$250
Date of Last Valuation:
Company: Egan National Valuers
Date of Valuation: 13 June 2012
Recommended Sum: \$ 13 300 000 (as at 13 April 2012)
\$ 13 965 000 (as at 13 April 2013)



Insurance Valuation: Mr Bowditch advised the meeting that a revised insurance valuation had recently been completed for the complex and that the valuation recommended a reduction in building cover (as noted above). Mr Fischer sought clarification on the possible reason for the reduction in building cover as recommended by the Valuer.

Mr Bowditch advised that since the last insurance valuation (13 June 2007) the building insurance cover has been increasing at an approximate rate of between 8-10% which had contributed to the complex being over insured.

Motion 3a: Resolved that the existing building insurance held by the Corporation be renewed in accordance with the insurance valuer's recommendation and increased as suggested by the insurance company at renewal. **Carried.**

Motion 3b: To add the following Rule:

Resolved that any excess payable on an Owner's Corporation insurance claim is the responsibility of the relevant owner of the unit to which the claim is related. If the insurable claim is due to the falling of the Owners Corporation's common property, then the excess is the responsibility of the Owners Corporation. **Carried.**

Review of Insurance Premiums due to Owners Property Improvements: Mr Menham sought clarification on the following:

1. The resolution at last year's AGM to remove the practice of charging individual owners an extra insurance premium for improvements at their units.
2. Why any motion for any resolution had not been included with the notice of the AGM.
3. Costs associated with "Alterations & Erections" at the complex and effect on the building policy.
4. Whether all previous "Erections and Alterations" had received the correct Body Corporate approval.

The Manager advised that the matter had been noted as a discussion point and that no motion had been anticipated in advance of the AGM. However, following discussions a motion was moved so that *"the practice of charging individual owners an extra insurance premium for improvements at their units be discontinued"*. This motion was subsequently carried 10 in favour and 4 against.

The Manager noted that the Unit Titles (Management) Act 2011 requires that:

- the Owners Corporation insures all buildings on the property (Section 100) and
- unless resolved by an unopposed resolution, then levies, are to be charged in accordance with Unit Entitlements (Section 78).

Accordingly, it would seem that the practice of charging additional levies to owners to owners for their specific improvements to their units can only be carried out if there is an unopposed resolution to allow such a practice.

The meeting noted that it is unclear whether all erections and alterations have been passed in accordance with Owners Corporation's articles/rules. After some discussion it was **resolved** that the incoming Executive Committee and Manager review this matter and to take the necessary actions to correct any non-approved erections and alterations. **Carried.**

Please note that A.C.T Strata Management Services advised that the Body Corporate's insurance only covers the building and for public liability claims that occur on the common property. The Corporation's insurance does not cover contents items such as carpet, curtains and light fittings. A.C.T. Strata Management Services strongly recommends that all unit owners have their own contents insurance as well as public liability insurance within their own units.

Expenditure

Management Fee Increase: Mr Fischer sought clarification on the proposed 11% increase in management fees. Mr Bowditch advised that at recent times running costs for A.C.T. Strata Management Services had increased and that ACTSMS were unable to absorb these extra costs as previously done in the past. Mr Bowditch also advised that as Units Plan 622 was being charged below their current pricing structure.

Motion 4a: Resolved that the proposed expenditure budget of \$55 730 be accepted. **Carried.**

Motion 4b: Resolved that the proposed Sinking Fund budget of \$5 500 be accepted. **Carried.**

Body Corporate Common Areas: Ms Hohnke advised the meeting that the recent circular by the Executive Committee regarding "Consideration of current policy for the gardens in Body Corporate areas adjacent to units" had been sent to owners for their consideration. Ms Hohnke also advised that after discussions with some owners it was noted some areas of the complex (common garden areas) were harder to manage for owners than other areas (back against the hillside) and that this be discussed at the AGM with a view to maintaining or amending the current policy (Options 1 & 2 as per the circular).

The meeting discussed the current arrangements, the impact on the budget if the gardener's duties were increased and the possibility that some owners would still want to maintain the garden areas adjacent to their units. Mr Menham advised the meeting that although owners have been looking after common property garden areas adjacent to their units it was the Owners Corporations responsibility to manage and maintain these areas.

Mr Fischer advised the meeting that in some cases owners are unsure where their boundaries finish and common property areas start.

After some further discussion Mr Menham advised that he had prepared a motion dealing with any possible changes and presented this to the meeting.

Mr Bowditch read the motion supplied by Mr Menham and after some deliberation it was revised and the following motion was put to owners for their consideration:

Motion: The Owners' Corporation:

- (a) **Reaffirms** that, consistent with the *Unit Titles (Management) Act 2011*, it is responsible for the maintenance of common property, subject to any arrangements entered into with individual unit owners who may wish to continue to maintain common areas adjacent to their property..
- (b) **Agrees** to allocate \$5 750 in the budget for 2012-13 (the amount as proposed for 2011-12) for this purpose.
- (c) **Directs** the Executive Committee to negotiate with the gardener and individual owners regarding the implementation arrangements for maintaining the common property areas.

Seconded: Mr Whitbread. There being 16 owners in favour of the motion and two against the motion was **carried.**

[Note to minutes: Please note there was one vote against the motion at the AGM and another vote against was noted on a owners proxy after the meeting.]

It was noted that there would be no increase in levies to cover the increase in the gardening budget as these funds will be covered by reserve Administration funds.

Levies

Motion 5a: Resolved that the Corporation strike an Administration Fund levy of \$45 220 for the period 1/08/12 to 31/07/13 and be contributed by members in accordance with their Unit Entitlements. Levies to be paid half yearly in advance. **Carried.**

Motion 5b: Resolved that the Corporation strike a Sinking Fund levy of \$1 720 for the period 1/08/11 to 31/07/12 and be contributed by members in accordance with their entitlements. Levies to be paid half yearly in advance. **Carried.**

Contribution Schedule: Attached.

Due Dates: 15/08/12 & 15/02/13.

Appointment of Manager

Motion 6: Resolved that the Owners Corporation appoint A.C.T. Strata Management Services. **Carried.**

Executive Committee

Motion: Resolved that Mrs Storrs, Mrs Rae, Mrs Garland & Mr Manton form the Executive Committee for the ensuing year.

General Business

Correspondence from Unit 8: Mr Bowditch advised that correspondence regarding a number of matters (4) had been received from Mr Jezek (Unit 8). It was noted that items 1-3 related to gardening matters (shrub replacement/mulching/gardening costs) and would be forwarded onto the Executive Committee for their consideration. Mr Bowditch advised that item 4 related to mailbox replacements where Mr Jezek was seeking clarification on whether owners would be interested in replacing the current mailboxes.

The meeting discussed the current mailbox arrangements and the following was **resolved:**

- Any owner wishing to replace their mailbox can do so at their expense but any replacement must be to a similar style, design & colour as existing so as to keep uniformity at the complex.
- Any owner wishing to install a new mailbox into the brickwall of their unit can do so subject to these works being in a similar design and colour of existing brickwall mailboxes at the complex.

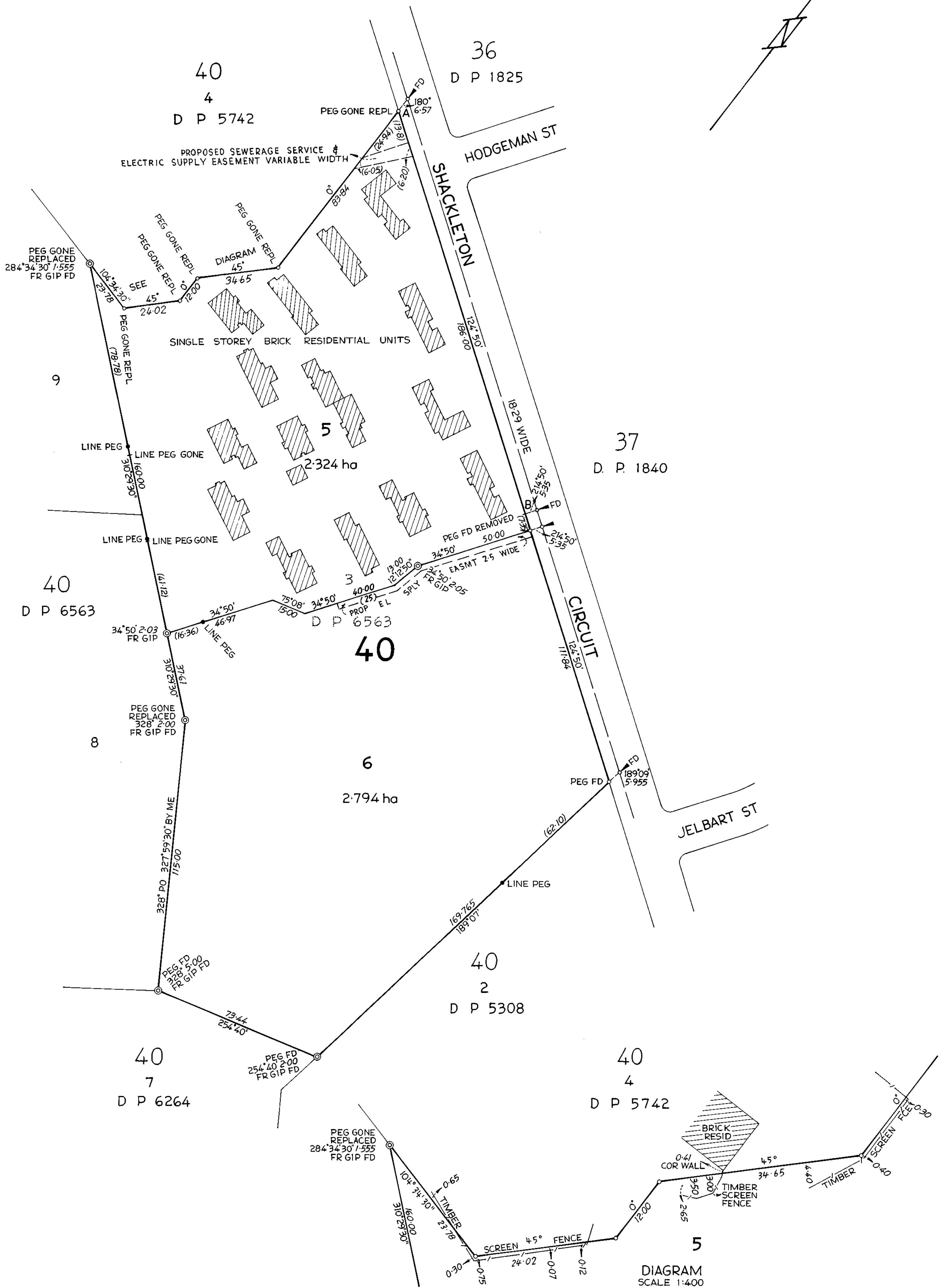
Carried.

There being no further business the meeting closed at 6.40 pm.





		Units Plan No 622			
		Levy Contributions			
Administration Levy	\$ 45,220.00				
Sinking Fund	\$ 1,720.00				
Total	\$ 46,940.00				
Unit No	Unit Entitlements	Admin per Half Year	Sinking per Half Year	Total per Half Year	Total pa
1	44	\$ 994.84	\$ 37.84	\$ 1,032.68	\$ 2,065.36
2	44	\$ 994.84	\$ 37.84	\$ 1,032.68	\$ 2,065.36
3	45	\$ 1,017.45	\$ 38.70	\$ 1,056.15	\$ 2,112.30
4	46	\$ 1,040.06	\$ 39.56	\$ 1,079.62	\$ 2,159.24
5	47	\$ 1,062.67	\$ 40.42	\$ 1,103.09	\$ 2,206.18
6	48	\$ 1,085.28	\$ 41.28	\$ 1,126.56	\$ 2,253.12
7	50	\$ 1,130.50	\$ 43.00	\$ 1,173.50	\$ 2,347.00
8	50	\$ 1,130.50	\$ 43.00	\$ 1,173.50	\$ 2,347.00
9	47	\$ 1,062.67	\$ 40.42	\$ 1,103.09	\$ 2,206.18
10	47	\$ 1,062.67	\$ 40.42	\$ 1,103.09	\$ 2,206.18
11	36	\$ 813.96	\$ 30.96	\$ 844.92	\$ 1,689.84
12	36	\$ 813.96	\$ 30.96	\$ 844.92	\$ 1,689.84
13	48	\$ 1,085.28	\$ 41.28	\$ 1,126.56	\$ 2,253.12
14	49	\$ 1,107.89	\$ 42.14	\$ 1,150.03	\$ 2,300.06
15	50	\$ 1,130.50	\$ 43.00	\$ 1,173.50	\$ 2,347.00
16	47	\$ 1,062.67	\$ 40.42	\$ 1,103.09	\$ 2,206.18
17	47	\$ 1,062.67	\$ 40.42	\$ 1,103.09	\$ 2,206.18
18	45	\$ 1,017.45	\$ 38.70	\$ 1,056.15	\$ 2,112.30
19	45	\$ 1,017.45	\$ 38.70	\$ 1,056.15	\$ 2,112.30
20	44	\$ 994.84	\$ 37.84	\$ 1,032.68	\$ 2,065.36
21	43	\$ 972.23	\$ 36.98	\$ 1,009.21	\$ 2,018.42
22	42	\$ 949.62	\$ 36.12	\$ 985.74	\$ 1,971.48
TOTAL	1000				



REFERENCE MARKS
 Denotes Drill Hole and Wing in Kerb
 Denotes G.I.P. in road 1.63 radiating from T.P.

(Except as otherwise shown)

Azimuth: A-B (Strom)

I, GORDON SAVILLE BURTON of CANBERRA
 a surveyor registered under the Surveyors Ordinance 1967 hereby certify
 that the survey represented on this plan is accurate and has been made (1) ☒
 (2) under my immediate supervision in accordance with Survey Practice
 Directions 1987 and was completed on 12TH OCT 1988

(Signature) *Gordon Saville Burton*
 Surveyor registered under the Surveyors Ordinance 1967. 18/10/88

I certify that this plan is the plan prepared in accordance with the Districts
 Ordinance 1966.

G.K. Lindesay
 16/2/89
 Commonwealth Surveyor-General

PLAN OF
 BLOCKS 5 & 6 SECTION 40
 BEING A SUBDIVISION OF BLOCK 3
 DIVISION: MAWSON
 DISTRICT: WODEN VALLEY

AUSTRALIAN CAPITAL TERRITORY

Field Books:

SCALE 1:1000

0 5 10 20 30 40 50 60 METRES

Deposited in the office of the Registrar of Titles at Canberra in
 the Australian Capital Territory the EIGHTEENTH
 day of MAY 1989 at — minutes
 past FOUR o'clock AFTER noon
 Approved *P.A. Rowe*
 Registrar of Titles

DEPOSITED PLAN

7465

AMENDS D.P. 6563

FORM 1

Real Property (Unit Titles) Act 1970

UNITS PLAN NO. 622

Block 6 Section 40 Division of MAWSON
 Register Book Volume 1116 Folio 15 Deposited Plan No 7465

Address of the Corporation for service of documents MALLESON, STEPHEN JACQUES
P.O. BOX 388, CANBERRA CITY, 2601

I, JAMES WILBUR SAWKINS of 53 COLBEE COURT, PHILLIP ACT
 a surveyor registered under the Surveyors Ordinance 1967, hereby certify that

1. the survey represented on this plan is accurate and has been made by me or under my immediate supervision, in accordance with the Survey Practice Directions 1967 and was completed on 15th NOVEMBER 1989
2. the diagram on sheet(s) 1, 5, 4, 10 shows
 - (a) the boundaries of the abovementioned parcel of land,
 - (b) the boundaries of each unit that is a Class B unit as defined in the Unit Titles Act 1970 into which the parcel is to be subdivided;
 - (c) the boundaries at ground level, or projected to ground level, of the extremities of each building or building in the course of erection on the parcel.
3. each building or building in the course of erection on the parcel is wholly within the parcel.
4. where part of a wall or part of a building or material attached to either encroaches beyond the boundaries of the parcel -
 - (a) all units and unit subsidiaries shown in the diagram are wholly within the parcel,
 - (b) the diagram clearly indicates the existence of the encroachment and its nature and extent, and
 - (c) where the encroachment is onto land, other than a public place within the meaning of the Roads and Public Places Ordinance 1937, that an appropriate easement has been granted and registered as an appurtenance to the parcel.

Dated this SEVENTEENTH day of NOVEMBER 1989.

James Sawkins
 Surveyor, Registered under the
 Surveyors Ordinance 1967

* Delete if not applicable

Delete if there is no building or building in the course of construction, on the parcel

Approved under the Unit Titles Act 1970 as the Units Plan for the sub-division of the abovementioned parcel of land.

Where the Units Plan indicates a part of a wall or a part of a building or material attached to either encroaches beyond the boundaries of the parcel onto a public place within the meaning of the Roads and Public Places Ordinance 1937, I do not object to the continuance of the encroachment in its present form for the life of the whole building of which the encroachment forms part or for the term of the existing Crown Lease, whichever period is the shorter.

Dated this twenty fifth day of July 1990

Stuart Collins
 STUART COLLINS
 Delegate of the Chief Minister

Registered by me in the THIRTY FIRST day of JULY 1990
 at THIRTEEN o'clock in the AFTER noon, the number allocated to
 the Units Plan being 622

The terms of the leases of the units and the lease of the common property expire on the SECOND
 day of JULY 2079

L RYAN



FORM 1

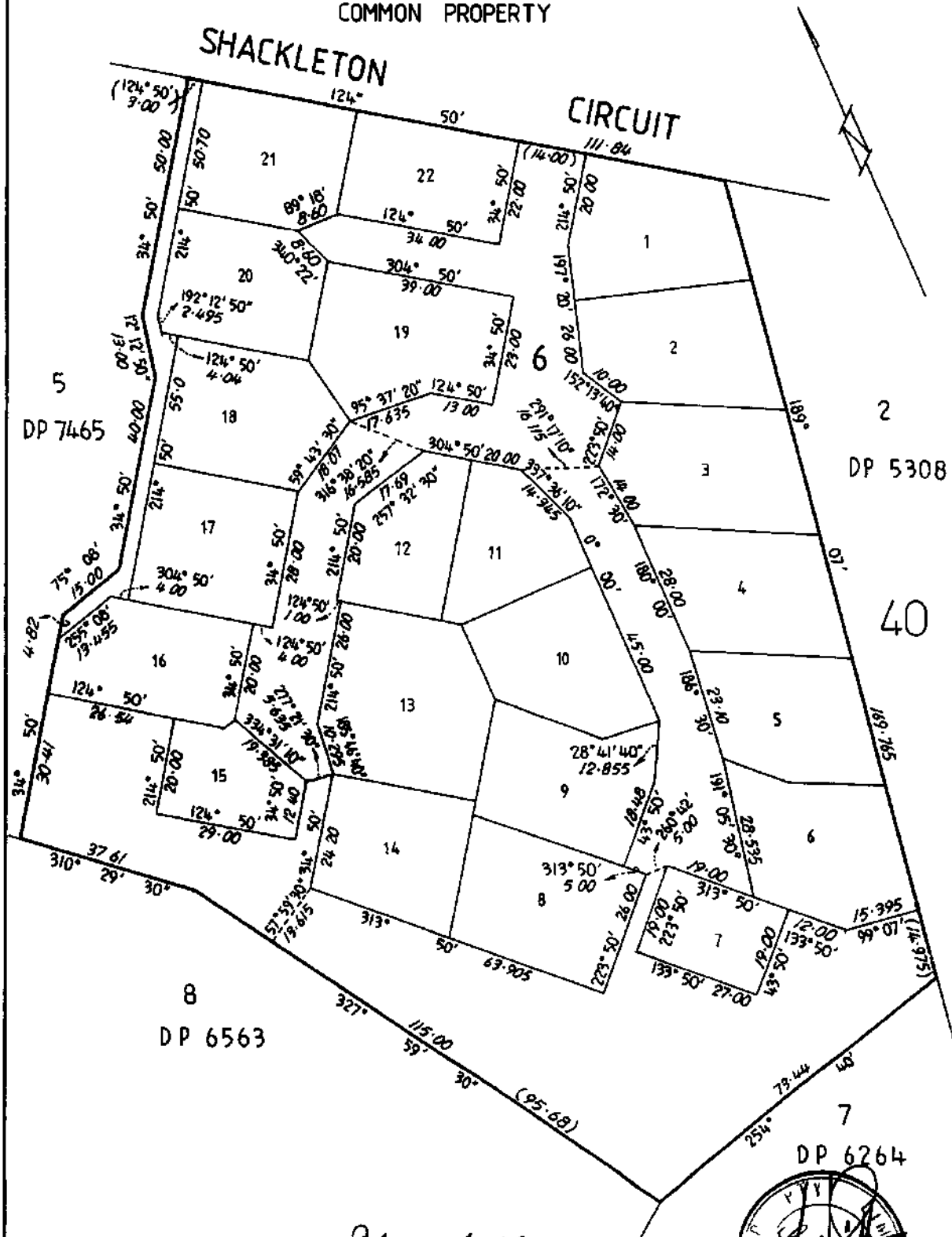
Real Property (Unit Titles) Act 1970
UNITS PLAN No. 622

Block 6
Register Book Volume 1116

Section 40
Folio 15

Division of MAWSON
Deposited Plan No 7465

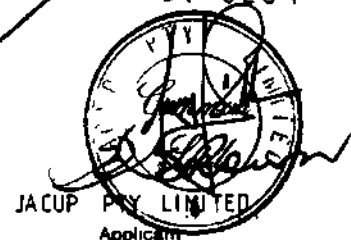
SITE PLAN
COMMON PROPERTY



0 10 20 30 40 50
METRES

Scale 1 1000.

Stuart Collins
STUART COLLINS
Delegate of the Chief Minister



REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No. 622

BLOCK 6

SECTION 40

DIVISION OF MAWSON

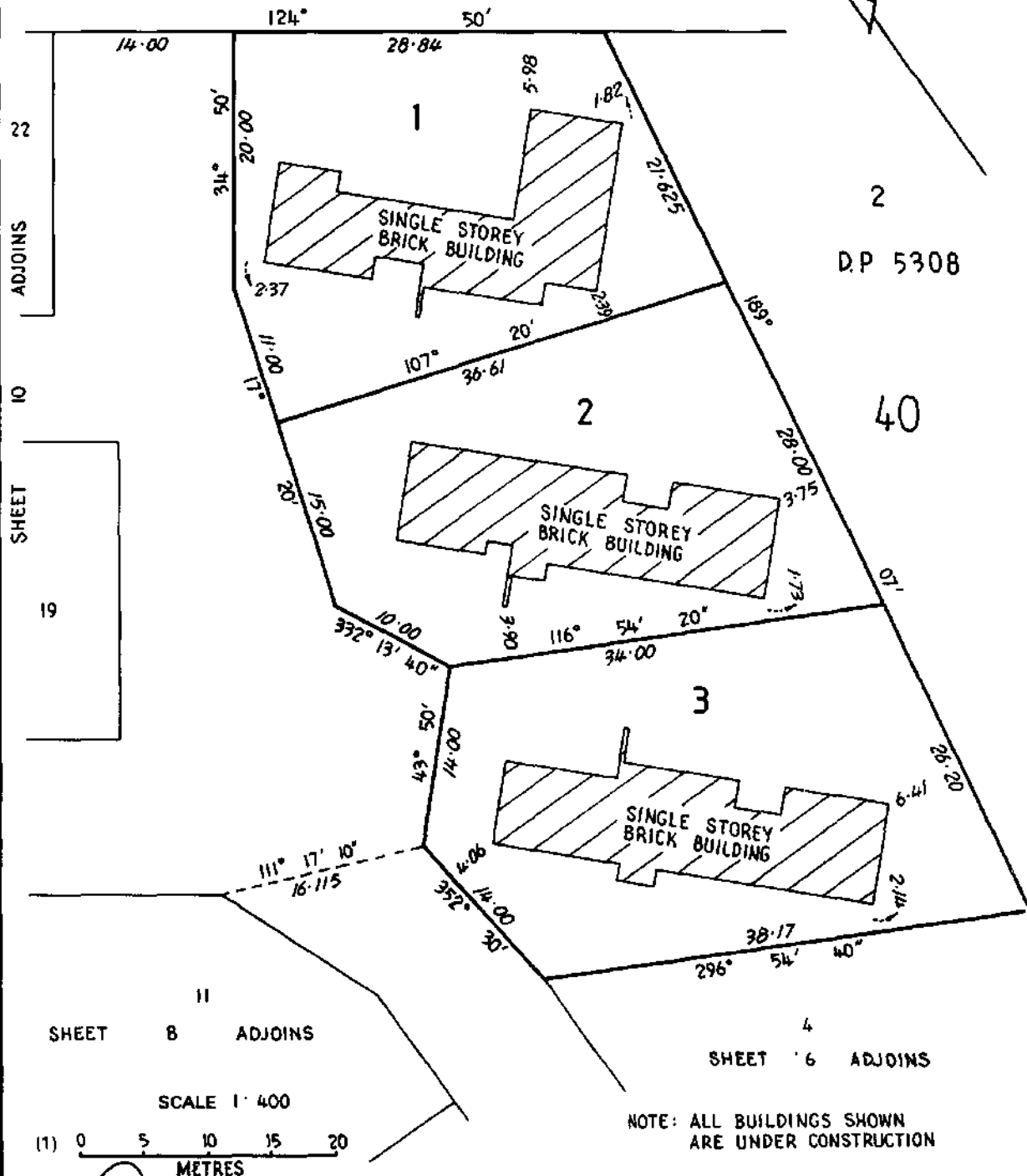
CLASS B UNITS

FLOOR PLAN

UNITS 1-3

SHACKLETON

CIRCUIT

1) Graphic
Bar Scale

Common
JACUP PTY. LIMITED
Applicant

Stuart Collins
STUART COLLINS
Delegate of the Chief Minister

REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No. 622

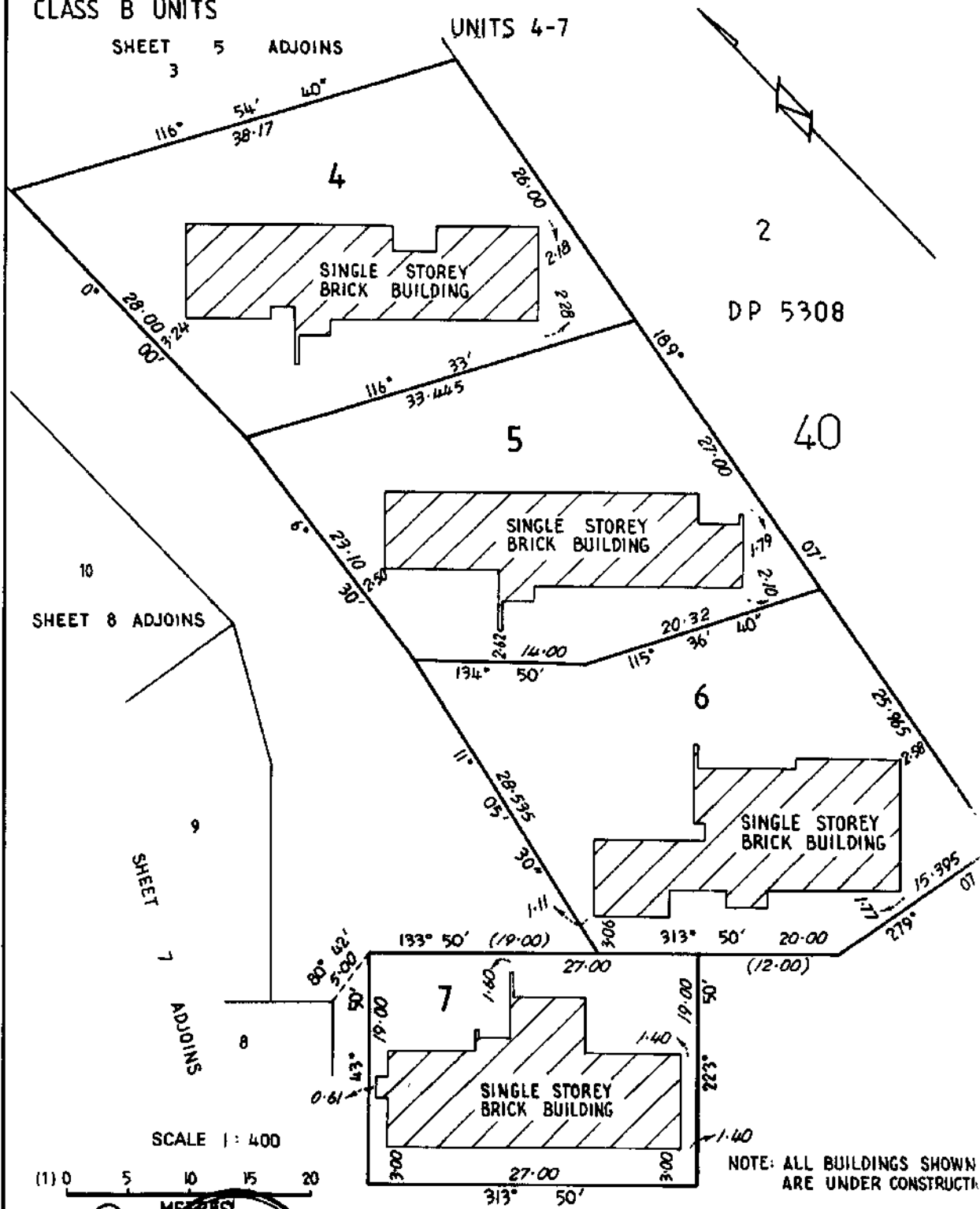
BLOCK 6 SECTION 40 DIVISION OF MAWSON

CLASS B UNITS

SHEET 5 ADJOINS
3

FLOOR PLAN

UNITS 4-7

1) Graphic
Bar Scale

(1) 0 5 10 15 20

METRES.

[Signature]
JACUP. P.L. LIMITED
Applicant

[Signature]
STUART COLLINS
Delegate of the Chief Minister

UNITS PLAN No. 622

DIVISION OF MAWSON

UNITS 8, 9 & 14

10

9

8

14

13

SHEET 9 ADJOINS

SHEET 6 ADJOINS

8
DP 6563

SCALE 1 : 400

115.00

NOTE: ALL BUILDINGS SHOWN
ARE UNDER CONSTRUCTION

1) Graphic Bar Scale

{ 1 }

0 5 10 15 20


 JACUP PTY LIMITED
 Applicant

Edward Collins
EDWARD COLLINS
Delegate of the Chief Minister

REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No. 622

BLOCK 6

SECTION 40

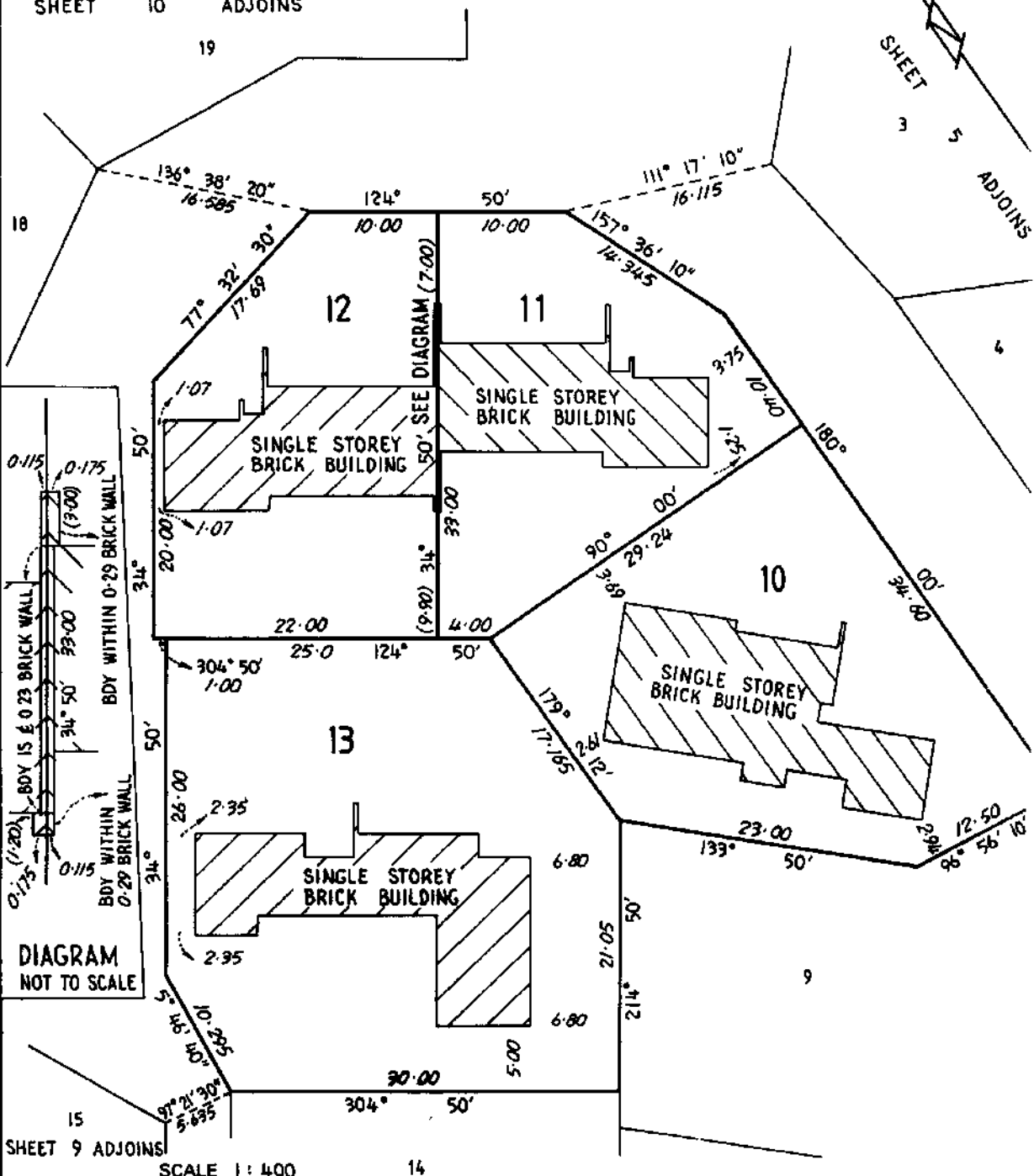
DIVISION OF MAWSON

CLASS B UNITS

FLOOR PLAN

SHEET 10 ADJOINS

UNITS 10 - 13



SHEET 9 ADJOINS

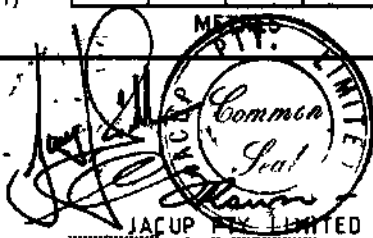
SCALE 1:400

14

SHEET 7 ADJOINS

NOTE: ALL BUILDINGS SHOWN
ARE UNDER CONSTRUCTION1) Graphic
Bar Scale

(1) 0 5 10 15 20



JACUP PTE LIMITED

Applicant

STUART COLLINS

Delegate of the Chief Minister

REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No. 622

BLOCK 6

SECTION 40

DIVISION OF MAWSON

CLASS B UNITS

FLOOR PLAN

UNITS 15-17

SHEET 10 ADJOINS

18

124° 50'

17

SINGLE STOREY
BRICK RESIDENCE

16

SINGLE STOREY
BRICK RESIDENCE

15

SINGLE STOREY
BRICK RESIDENCE5
DP 7465
40

12

ADJOINS

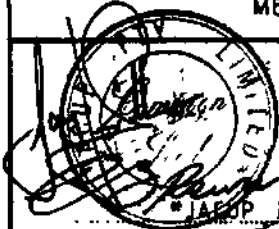
SHEET 8

13

14

SHEET 4

SCALE 1:400

(1) 0 5 10 15 20
METRESNOTE. ALL BUILDINGS SHOWN
ARE UNDER CONSTRUCTION1) Graphic
Bar Scale

JARP PTY. LIMITED

Applicant

STUART COLLINS

Delegate of the Chief Minister

REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No. 622

BLOCK 6

SECTION 40

DIVISION OF MAWSON

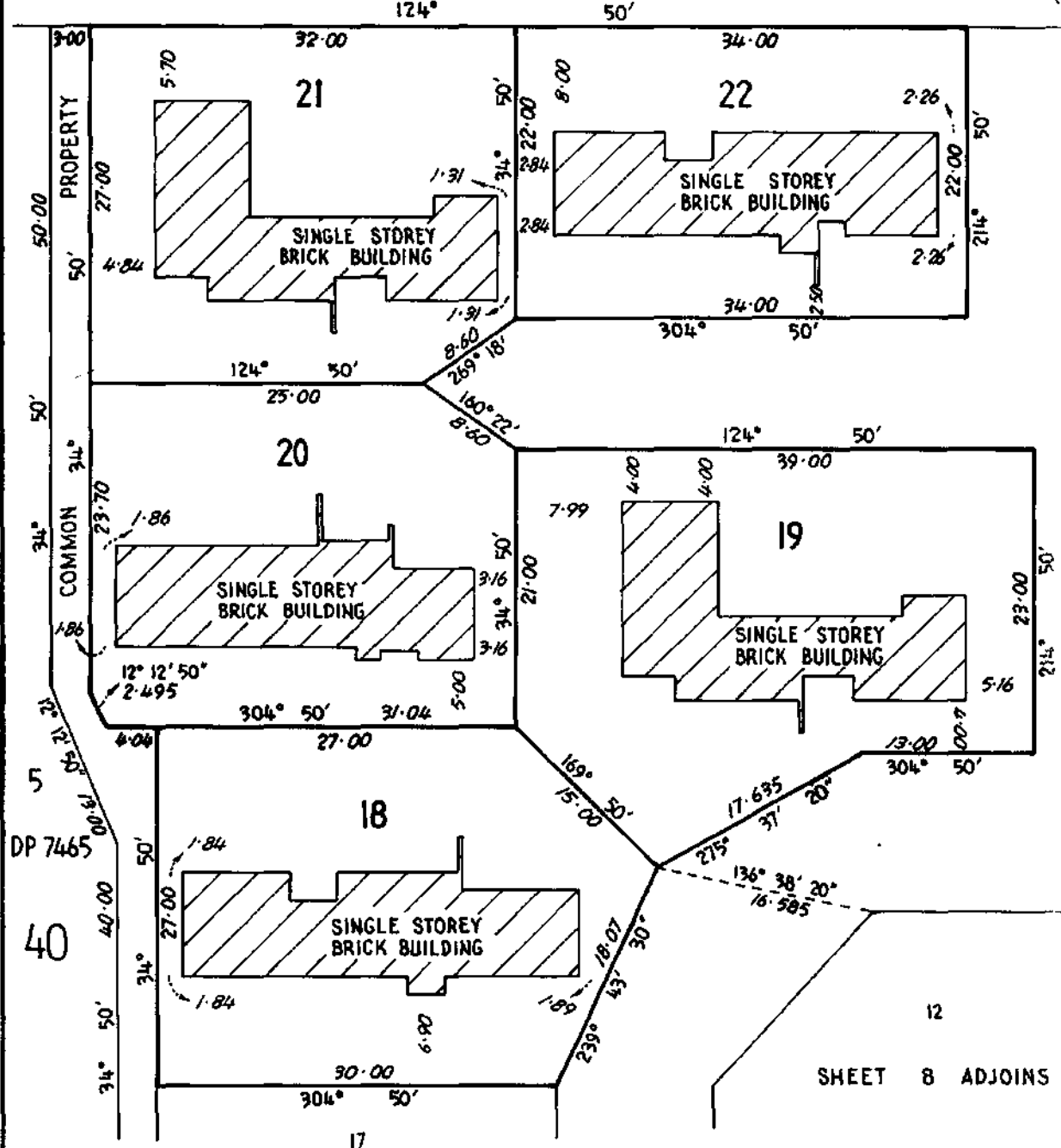
CLASS B UNITS

FLOOR PLAN

UNITS 18-22

SHACKLETON

CIRCUIT



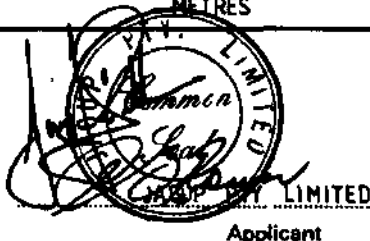
SCALE 1:400

SHEET 9 ADJOINS

NOTE: ALL BUILDINGS SHOWN ARE UNDER CONSTRUCTION

(1) Graphic Bar Scale

(1) 0 5 10 15 20 METRES



Applicant

Stuart Collins
STUART COLLINS
Delegate of the Chief Minister

FORM 4

Real Property (Unit Titles) Act 1970

UNITS PLAN No: 622

Block 6 Section 40 Division of MAWSON

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
LEASES OF UNITS ARE HELD

1. The term of the lease of each of the units expires on the second day of July Two thousand and seventy nine.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each of the Lessees of Units Nos. 1-22 inclusive covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") in respect of his relevant unit as follows:-
 - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Lessee;
 - (b) that the Lessee shall on or before the twenty seventh day of March One thousand nine hundred and ninety one or within such further time as may be approved in writing by the Territory complete the erection of the unit (with the necessary and usual appurtenances outbuildings and fences) in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Territory and in accordance with every Statute Ordinance or Regulation applicable thereto;
 - (c) to use the unit for residential purposes only as a single unit private dwelling house;
 - (d) not to make any structural alterations to the unit without the previous approval in writing of the Territory;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory the unit and any unit subsidiary to that unit;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Territory may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Territory may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Territory with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Territory in effecting such repairs or demolition and removal shall be paid by the Lessee to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Lessee;

41.

- (g) to permit any person or persons authorised by the Territory to enter the unit or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (h) to pay to the Territory or any statutory authority his proportion being the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Corporation to the Territory or a statutory authority (but which has not been paid by the Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the City Area Leases Act 1936 and the Unit Titles Act 1970.

4. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:-

- (a) the Lessee may at any time upon payment of all rent and other moneys due to the Territory under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Territory or from the Commonwealth in respect of such surrender or in respect of any improvements comprising the unit;

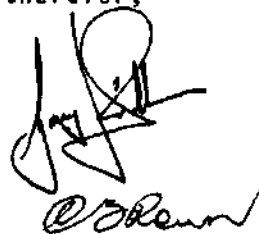
(b) that if -

- (i) the unit to be constructed by the Lessee pursuant to this lease is not completed by the Lessee within the time specified in Clause 3(b);
- (ii) the unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

the Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

- (c) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (d) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Territory and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (e) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
 - i) the Minister;
 - ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - iii) the person to whom the Minister has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;

91.



(f) if the Lessee shall -

- (i) consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (ii) consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
- (iii) be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns;

(g) in this schedule "Territory" means

- (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988;
- (h) in this schedule "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.
- (i) In this schedule "unit" means the leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel shown on the Units Plan as a unit;
- (j) in this schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory;

5. Each of the Lessees of Units Nos. 1-22 inclusive acknowledges that the building or buildings erected on the parcel of land defined as Block 6 Section 40 Division of MAWSON on Deposited Plan Number 7465 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than TWENTY TWO (22) residential units in total.

DATED the

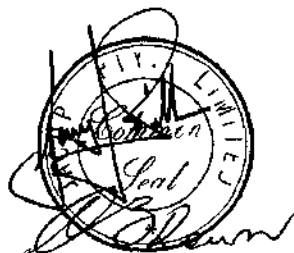
twenty fifth

day of

July

1990

THE COMMON SEAL of JACUP PTY LIMITED
was hereunto affixed by authority of
the Directors in the presence of:



Stuart Collins

STUART COLLINS

Delegate of the Chief Minister

Applicant JACUP PTY LIMITED

FORM 5

Real Property (Unit Titles) Act 1970

UNITS PLAN No. 622

Block 6 Section 40 Division of MAWSON

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASE OF
THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the second day of July Two thousand and seventy nine.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Proprietors - Units Plan No. 622 (hereinafter called "the Corporation") covenants with the Commonwealth of Australia (hereinafter called "the Commonwealth") as follows:-
 - (a) to pay to the Territory at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Territory relating thereto and served on the Corporation;
 - (b) to permit the builders their servants and agents to build construct erect and provide by the twenty seventh day of March One thousand nine hundred and ninety one or within such further time as may be approved in writing by the Territory the following services and facilities on the common property;
 - i) storage areas covered car parking hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants water supply pipes hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Territory;
 - ii) landscaping work in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Territory;
 - iii) all necessary electrical and telephone cables and wires to be placed underground in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Territory;
 - iv) all other necessary improvements and services that the Territory may require the builders to build erect construct or provide;
 - (c) to use the common property for the purpose of performing its duties exercising its powers and performing its functions imposed or conferred on it by the Unit Titles Act 1970;
 - (d) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Territory;

q.


D. Shew

- (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Territory all buildings parts of buildings landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (f) except where necessary for compliance with paragraph (e) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Territory;
- (g) if and whenever the Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered car parking hardstanding car parking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the land forming the common property the Territory may by notice in writing to the Corporation specifying the wants of repairs require the Corporation to effect repairs in accordance with the said notice or if the Territory is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Territory may require the Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Territory may in writing allow the Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Territory with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Territory in effecting such repairs or demolition or removal or replacement shall be paid by the Corporation to the Territory on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Territory by the Corporation;
- (h) to permit any person or persons authorised by the Territory to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the land forming the common property.

4. It is mutually covenanted and agreed by the Commonwealth and the Corporation as follows:-

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Territory on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Territory or the Commonwealth may have against the Corporation in respect of any breach of the covenants on the part of the Corporation to be observed or performed;
- (b) that any extension of terms for all the leases shall be in accordance with the provisions of the Unit Titles Act 1970;
- (c) any and every right power and or remedy conferred on the Commonwealth the Territory or the respective Ministers hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the respective Ministers as the case may be by -
 - (i) the Minister;

✓

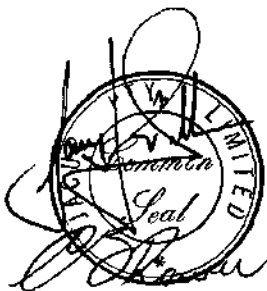


3 UTO F5 SD / UTO F5 SD US Sheet No. 16 of 16 Sheets

- (ii) an authority or person for the time being authorised by the Minister or by law to exercise those powers or functions of the Territory the Commonwealth or the respective Ministers; or
 - (iii) the person to whom the Minister has delegated all his powers or functions under the said City Area Leases Act 1936 or any Statute or Ordinance in substitution therefor;
 - (d) the word "builders" in this schedule means JACUP PTY LIMITED their servants and agents and the servants and agents of each of them;
 - (e) in this schedule "Territory" means
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988;
 - (f) in this Schedule "Minister" means the Territory Minister for the time being administering the City Area Leases Act 1936 or any Statute or Ordinance substituted therefor.
 - (g) in this schedule "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
 - (h) in the schedule "the respective Ministers" means any Minister of State of the Commonwealth or any Minister for the Territory.
5. The Proprietors - Units Plan No. 622 acknowledge that the building or buildings erected on the parcel of land defined as Block 6 Section 40 Division of MAWSON on Deposited Plan Number 7465 in the office of the Registrar of Titles at Canberra in the Australian Capital Territory shall contain not more than TWENTY TWO (22) residential units in total.

DATED the *twenty fifth* day of *July* 1990

THE COMMON SEAL of JACUP PTY LIMITED
was hereunto affixed by authority of
the Directors in the presence of:



STUART COLLINS
Delegate of the Chief Minister

Applicant: JACUP PTY LIMITED

L. Ryan
L. RYAN Registrar of Titles



No. 761931 The Proprietors of Units
Plan No. 622 I have changed their
address for service of Documents to The
Proprietors - Units Plan 622 P.O. Box 3336
Weston ACT 2611

Entered 9 DEC 1991 at 10 o'clock in
the fore noon

B. J. McCarthy
Registrar of Titles
B. J. MCCARTHY DEPUTY



Better communities.
The Whittles way.

Unit 43, 2 King Street
Deakin ACT 2600

02 5131 2600
whittles.com.au

26/05/26

Whittles Canberra Pty Ltd
ABN 39 634 756 031

MCGILVRAY LAW
LEVEL 10, 197 LONDON CIRCUIT
CANBERRA, ACT, 2601

Dear Sir/Madam

RE: Units Plan 622
58 SHACKLETON CIRCUIT, MAWSON
Lot: 00022
OWNER: B Garland

Thank you for your instructions with reference to the above. Please find enclosed Certificate under Section 119 of the Unit Titles (Management) Act 2011 (UTMA) as requested.

Please note that we are unable to provide verbal updates once a certificate has been issued. Any requests for an update on fund balances and levies struck may incur additional costs if outside of the 4-month period specified in the UTMA.

We have attached a Section 115 Notice template to this Certificate. We ask that you please ensure this form is completed upon settlement and returned to our office with the correct address for service of documents for the new proprietor.

Yours faithfully

A handwritten signature in cursive script that reads "D. Miller".

Darrell Miller acting on behalf of Giorgia Fiorenza Julian
Strata Manager
Whittles Canberra

Unit Titles (Management) Certificate Determination 2012

SECTION 119 CERTIFICATE

Unit Titles (Management) Act 2011

Date of Certificate 26/05/2026
Units Plan in respect of which certificate issue: 0000000622
Unit in respect of which certificate issued: Lot:00022

Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person) McGilvray Law
LEVEL 10, 197 LONDON CIRCUIT,
CANBERRA

If authorised person, authorised by: (owner) B Garland

The Owners Corporation of Units Plan 622 certifies the following with respect to the unit the subject of this Certificate:

1. Executive Committee

The Executive Committee's name and addresses are:

Member	P HOBDAY UNIT 1, 58 SHACKLETON CIRCUIT MAWSON ACT 2607
Member	L GITTOES UNIT 14, 58 SHACKLETON CIRCUIT MAWSON ACT 2607
Member	R SMYTH PO BOX 964 MAWSON ACT 2607
Chairperson	P WALKER UNIT 17, 58 SHACKLETON CIRCUIT MAWSON ACT 2607
Secretary	R NOLAN UNIT 7, 58 SHACKLETON CIRCUIT MAWSON ACT 2607

2. Managing Agent (if any)

Name of Managing Agent (if any) appointed: Whittles

PO Box 3208
Weston ACT 2611

3. Books and Records

The Owners Corporation's books, records and corporate register can be inspected at: Unit 43, 2nd Floor,
2 King Street
DEAKIN ACT 2600

4. Insurance

- 4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation) Yes
- 4.2 Copy of Insurance Valuation attached Yes

5. Reports & Contracts

- 5.1 Copy attached of current Sinking Fund Forecast Yes
- 5.2 Current Service Contracts Expiry Yes
Whittles Canberra 09/07/27

6. Contributions

6a. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

Total Annual Contributions	\$3,450.00	Number of instalments/year	2	Period	01/08/25 - 31/07/26

Administration Fund	Amount	Due Date	Date Paid
01/08/25 to 30/01/26	\$1,725.00	15/08/25	10/09/25
01/02/26 to 31/07/26	\$1,725.00	15/02/26	28/01/26

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

6b. Sinking Fund - contributions payable by periodic instalments or lump sum (as determined under S89)

Total Annual Contributions	\$164.00	Number of instalments/year	2	Period	01/08/25 - 31/07/26

Sinking Fund	Amount	Due Date	Date Paid
01/08/25 to 30/01/26	\$82.00	15/08/25	10/09/25
01/02/26 to 31/07/26	\$82.00	15/02/26	28/01/26

Amount (if any) outstanding: \$0.00

Amount (if any) in credit: N/A

7. Balance of funds for the owners corporation

Administrative Fund	\$47,907.31CR

Sinking Fund	\$81,616.68CR

Special Notes

Information to all Lots: - No information

This development is a Class B - Maintenance Guide is attached.

Has the developer control period expired? Yes

Has the Corporation borrowed money (details if applicable) No

Has the Corporation installed any sustainability infrastructure? No

Has the Corporation applied to the Planning Land Authority for an extension of the Crown Lease?

Expires 02/07/2079.

The common seal of the Owners

Units Plan 622

Was hereunto affixed on 26/05/2026

in the presence of Whittles Canberra



D. Miller

Darrell Miller acting on behalf of Giorgia Fiorenza Julian
Strata Manager

PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED

TO: Whittles Canberra
PO Box 3208, Weston, ACT 2611
email to - info.canberra@whittles.com.au

SETTLEMENT DATE: ____/____/____

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

Purchaser 2:

First & Second Names

First & Second Names

Surname

Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: _____ WORK:_____

MOBILE:_____ EMAIL:_____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

Solicitor/Agent:
McGilvray Law
LEVEL 10, 197 LONDON CIRCUIT, CANBERRA

Units Plan 622
58 SHACKLETON CIRCUIT, MAWSON
Lot: 00022
OWNER: B Garland

TAX INVOICE

26/05/2026

Whittles Canberra
ABN 39 634 756 031
PO Box 3208
WESTON ACT 2611

McGilvray Law
LEVEL 10, 197 LONDON CIRCUIT
CANBERRA ACT 2601

DESCRIPTION:

Searching and completing document for
provisions of
Section 119 of the *Units Plan (Management)*
Act 2011, Lot : 00022 at
58 SHACKLETON CIRCUIT, MAWSON

Units Plan 622

FEE:	As prescribed	\$310.90	PAID
	Plus 10% GST	\$31.09	PAID

TOTAL:	\$342.00	PAID

OWNER: B Garland

EFT Payment:

Whittles Canberra
BSB - 185 300
A/C - 304517394

EFT Reference: Lot 22 Plan 622

Email remittance to: info.canberra@whittles.com.au

With Compliments

Minutes of the Annual General Meeting

Owners Corporation for THE OWNERS UNIT PLAN NO 622

Meeting Date	Tuesday, 08 July 2025																																															
Meeting Location	Via Microsoft Teams & Whittles, Canberra Boardroom, Unit 43, 2nd Floor, 2 King Street, Deakin, ACT, 2600																																															
Time	05:00 PM	Opened: 05:00 PM	Closed: 06:30 PM																																													
Lots Represented	<table><tr><td>1</td><td>P & A Hobday</td><td>Owner present</td></tr><tr><td>2</td><td>J Alcock & P Rohan</td><td>Owner present</td></tr><tr><td>3</td><td>R & C Sloan</td><td>Owner present</td></tr><tr><td>4</td><td>D Whitbread</td><td>Owner present</td></tr><tr><td>6</td><td>I & P Trundle</td><td>Electronic vote</td></tr><tr><td>7</td><td>C Connor & R Nolan</td><td>Electronic vote</td></tr><tr><td>8</td><td>J Eisenberg & J Wilton</td><td>Electronic vote</td></tr><tr><td>10</td><td>R & J Ellison</td><td>Owner present</td></tr><tr><td>11</td><td>G Banbury</td><td>Electronic vote</td></tr><tr><td>13</td><td>S Welsh</td><td>Owner present</td></tr><tr><td>14</td><td>L Gittoes</td><td>Owner present</td></tr><tr><td>15</td><td>R & J Rae</td><td>Owner present</td></tr><tr><td>17</td><td>P & J Walker</td><td>Owner present</td></tr><tr><td>18</td><td>R & A Smyth</td><td>Owner present</td></tr><tr><td>22</td><td>B Garland</td><td>Owner present</td></tr></table>			1	P & A Hobday	Owner present	2	J Alcock & P Rohan	Owner present	3	R & C Sloan	Owner present	4	D Whitbread	Owner present	6	I & P Trundle	Electronic vote	7	C Connor & R Nolan	Electronic vote	8	J Eisenberg & J Wilton	Electronic vote	10	R & J Ellison	Owner present	11	G Banbury	Electronic vote	13	S Welsh	Owner present	14	L Gittoes	Owner present	15	R & J Rae	Owner present	17	P & J Walker	Owner present	18	R & A Smyth	Owner present	22	B Garland	Owner present
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17	P & J Walker	Owner present																																														
18	R & A Smyth	Owner present																																														
22	B Garland	Owner present																																														
By Proxy	16 L & J Snelson Proxy Name: P Walker																																															
Chairperson	P Walker (Co-Chair) & R Smyth (Co-Chair)																																															
Additional Attendees	A Clements – Whittles Canberra																																															
Apologies	<table><tr><td>7</td><td>C Connor & R Nolan</td></tr><tr><td>9</td><td>K & J Manton</td></tr></table>			7	C Connor & R Nolan	9	K & J Manton																																									
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9	K & J Manton																																															

Item 1		
Declaration of Interest		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles Canberra Pty Ltd refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		

Notes
No direct or indirect interest was declared.

Motion 2				
Confirmation of Minutes		Ordinary Resolution		
That the minutes of the previous Annual General Meeting held on 9/7/24 be confirmed.				
Motion CARRIED.				
VOTES		Yes : 14	No: 0	Abs: 1 Inv: 0

Notes
It was advised that the Minutes of the AGM held on 09/07/24 was circulated to owners and available on the owners portal.

Motion 3				
Financial Statement		Ordinary Resolution		
That the financial statement for the period 1/6/24 to 31/5/25 be adopted.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Notes

The Chair presented the financial report for the period 1 June 2024 to 31 May 2025. The corporation recorded a surplus of \$3,391.34. Comments from the Executive Committee regarding the financial statement are included in the accompanying notice. While water expenses came in under budget for the current period, owners are advised to remain mindful of usage due to the forecasted 7.6% increase in water charges advised by Icon Water. This is particularly important to ensure sustainable consumption while maintaining the health of the gardens.

Item 4

Management Agreement

The current agreement in place expires 9/7/27.

A copy of the agreement is available for viewing at www.whittles.com.au through your owner portal.

Motion 5

Insurance Renewal

Ordinary Resolution

That the Owners Corporation confirms the attached Insurance Summary document, and authorises the Executive Committee to manage the insurance renewal due on 30/08/2025. Together with other invited providers, MGA Insurance Brokers will be invited to provide quotations for the renewal. The Executive Committee will select the insurance provider.

An Insurance Valuation was undertaken on 16/06/2025. The total improvements valuation was \$21,900,000. The Owners Corporation will adjust the Building Sum Insured (BSI) in accordance with the Valuation. A copy of the Valuation is attached to this Notice

Motion CARRIED.

VOTES

Yes : 15

No: 0

Abs: 0

Inv: 0

Notes

P Walker and R Smyth will check with the broker, Strata Insurance Solutions to explore the possibility of aligning the insurance policy expiry date with the financial year-end in May. This change would assist with budgeting and financial planning.

It was also noted by owners present that an insurance claim was lodged in the past year for Unit 1 to repair hail damage to a pergola.

Item 6		
Fire Safety Declaration		
The Owners Corporation is not aware of any fire safety equipment in place throughout the common areas of the complex.		

Notes
Owners present noted that, to their knowledge, no fire safety equipment has been installed on the common property.

Motion 7				
Sinking Fund Forecast Review	Ordinary Resolution			
That the corporation has reviewed the current Sinking Fund plan attached to this notice of meeting and is satisfied that the forecast expenditure for capital works and the forecast contribution levels are adequate to meet the needs of the corporation up to 01/06/2033. It is also noted that the corporation can amend the Sinking Fund Plan at any time via an ordinary resolution at a general meeting.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Notes
It was noted that, with the potential replacement of the letterboxes, the sinking fund plan will need to be updated to ensure it remains accurate and that forecasted expenditure aligns with the overall plan.
The Sinking Fund Plan will need to be reviewed in the coming year or next. This will be managed by the Executive Committee in conjunction with the Strata Manager.

Motion 8				
Maintenance Schedule/Plan	Ordinary Resolution			
That the Owners Corporation notes the attached Maintenance Plan, confirms it has been reviewed and discussed, and agrees that appropriate maintenance requirements have been considered and budgeted for accordingly.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Notes

Gutter Cleaning: Owners were reminded of the importance of regular gutter cleaning to maintain property upkeep and prevent potential issues. As the complex is a Class B, owners are responsible for the cleaning of their gutters.

Solar Lighting: There is potential for additional solar lights to be installed in darker areas of the property to improve visibility and safety. The Executive Committee will look at what areas are most in need of additional lighting.

Pathway Cracks: The cracks in the pathways (pebble crete) were noted as requiring repair. However, due to the small scale of the job, it has not attracted contractor interest. This remains an open item and will require further investigation to determine a viable solution.

Letterbox Replacement: Several letterboxes, particularly three that are leaning or falling over, are in urgent need of replacement. Owners discussed the option of retaining the existing letterbox design. Alternatively, a different design may be considered, especially as the current mail slot size may allow unauthorised access. The Committee will seek quotes on repairing the current design letterboxes and seek feedback and input from all owners regarding the preferred replacement design before proceeding with replacements, open to a more cost-effective solution.

Motion 9

Administration Fund Expenditure Budget

Ordinary Resolution

That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Administration Fund expenditure budget of \$93,089.00 be accepted.

Motion CARRIED.

VOTES

Yes : 15

No: 0

Abs: 0

Inv: 0

Motion 10

Sinking Fund Expenditure Budget

Ordinary Resolution

That in accordance with the Unit Titles (Management) Act 2011, the proposed annual Sinking Fund expenditure budget of \$5,000.00 be accepted.

Motion CARRIED.

VOTES

Yes : 15

No: 0

Abs: 0

Inv: 0

Motion 11				
Administration Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike an Administration Fund levy of \$82,147.00 for the period 1/8/25 to 31/7/26 to be contributed by members in accordance with their Unit Entitlements. Noting that the Administrative Fund Budget is proposed to be a deficit budget. Levies are to be paid half yearly in advance. This is no change from the previous levies. Levy due dates are 15/08/2025 & 15/02/2026.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Notes
The Executive Committee advised that the corporation is in a stable financial position, allowing levies to remain at the same amount as the previous year.

Motion 12				
Sinking Fund Levy		Ordinary Resolution		
That in accordance with the Unit Titles (Management) Act 2011, the Corporation strike a Sinking Fund levy of \$3,895.00 for the period 1/8/25 to 31/7/26 to be contributed by members in accordance with their Unit Entitlements. Levies are to be paid half yearly in advance. This is no change from the previous levies. Levy due dates are 15/08/2025 & 15/02/2026.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Notes
The Executive Committee advised that the corporation is currently \$12,000 ahead of the sinking fund forecast. This surplus has allowed levies to remain unchanged from the previous year.

Motion 13				
Renewal of Sinking Fund Term Deposit	Ordinary Resolution			
That the Owners Corporation agrees to roll over the existing sinking fund term deposit for a further term of two (2) years , under similar terms and conditions, unless a more favourable rate or product is identified by the Manager prior to maturity.				
Rationale: To continue earning interest on the sinking fund balance while preserving capital, and to ensure prudent financial management of the Owners Corporation's reserve funds.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

Notes
The manager advised that the rates we directly receive from both NAB & Macquarie Bank are fixed rates.

Motion 14				
Debt Recovery		Ordinary Resolution		
In accordance with the Unit Titles (Management) Act 2011, Whittles Canberra Pty Ltd is authorised to take all necessary action, without the need for further authority, including instructing a debt recovery company to initiate legal proceedings against owners on behalf of the Owners Corporation who are in arrears, to recover overdue contributions and levies, penalties and recovery costs incurred. Fees charged by third party providers will be recovered from the debtor at cost per invoice.				
Motion CARRIED.				
VOTES	Yes : 15	No: 0	Abs: 0	Inv: 0

General Business

Gardening Report:

Anne Hobday presented the gardening report for the period of 01/06/2024 to 31/05/2025, which was included as an attachment of the notice.

Social Event:

Owners were informed that a dinner has been arranged following the meeting, and all are warmly invited to attend. The committee also welcomes suggestions and input from owners regarding future social events.

Working Bee:

The Executive Committee intends to organise a working bee in Spring. Date and jobs to be done will be advised.

Library Books:

The library has been well-received and is a valuable asset to the complex. It was noted that the library was recently cleaned due to dirt accumulation, primarily caused by gaps in the doors allowing debris, including dust from the gardener's blower, to enter. Measures will be taken to monitor and manage this issue on an ongoing basis.

Defibrillator:

R Smyth confirmed that the defibrillator has been inspected and is operational.

Bulky Waste:

The manager advised of upcoming changes to the free bulky waste collection service, noting that the committee must designate a suitable location on the premises for the collection. Concerns were raised regarding the suitability of the driveway for the truck. It was agreed that the committee will further discuss and determine an appropriate collection site to accommodate the bulky waste pickup.

Visitor Parking Spot:

Owners were reminded that the visitor parking spaces should remain available for visitors, noting short term parking by residents is needed at times, such as when maintenance is being done. Owners are requested to notify the Executive Committee if needs arise for longer-term use of the visitor parking spaces, to ensure transparency. It was confirmed that there are no objections to this arrangement when appropriately communicated.

Thanks to the outgoing Executive Committee:

All owners present thanked the outgoing Executive Committee for all their work throughout the year.

Election of Committee

P Walker (Co-Chair), R Smyth (Co-Chair), J Ellison, A Hobday & L Gittoes have been elected to the committee.

Notes

Post Meeting Note: Cathy Conner (Unit 7) has offered to join the Executive Committee as Secretary.

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

BUDGET

THE OWNERS UNIT PLAN NO 622
58 SHACKLETON CIRCUIT, MAWSON

Year ending May 2026

ADMINISTRATION FUND

	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Annual Total
INCOME					
Contributions	41,073.50	0.00	41,073.50	0.00	\$82,147.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-771.55	-0.00	-0.00	-0.00	-\$771.55
Total	40,301.95	0.00	41,073.50	0.00	\$81,375.45
EXPENDITURE					
Common property	125.00	125.00	125.00	125.00	\$500.00
Common property - Letter boxes	250.00	250.00	250.00	250.00	\$1,000.00
Electrical	250.00	250.00	250.00	250.00	\$1,000.00
Electrical - Common lighting	125.00	125.00	125.00	125.00	\$500.00
Grounds	200.00	200.00	200.00	200.00	\$800.00
Grounds - Gardening	3,542.50	3,542.50	3,542.50	3,542.50	\$14,170.00
Grounds - Mulching	200.00	200.00	200.00	200.00	\$800.00
Grounds - Slashing	275.00	275.00	275.00	275.00	\$1,100.00
Insurance - Renewal	0.00	30,000.00	0.00	0.00	\$30,000.00
Insurance claims - Excess	250.00	250.00	250.00	250.00	\$1,000.00
Management - Agreed Services	2,117.50	2,117.50	2,117.50	2,117.50	\$8,470.00
Reports - Insurance valuation	272.25	272.25	272.25	272.25	\$1,089.00
Taxation - Accountants fee	50.00	50.00	50.00	50.00	\$200.00
Taxation - Payment	15.00	15.00	15.00	15.00	\$60.00
Utilities - Electricity	100.00	100.00	100.00	100.00	\$400.00
Utilities - Water	8,000.00	8,000.00	8,000.00	8,000.00	\$32,000.00
Total	15,772.25	45,772.25	15,772.25	15,772.25	\$93,089.00

SINKING FUND

	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Annual Total
INCOME					
Contributions	1,947.50	0.00	1,947.50	0.00	\$3,895.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Interest	437.50	437.50	437.50	437.50	\$1,750.00
Total	2,385.00	437.50	2,385.00	437.50	\$5,645.00
EXPENDITURE					
Capital improvements	500.00	500.00	500.00	500.00	\$2,000.00
Plumbing - Sewer pipe repairs	750.00	750.00	750.00	750.00	\$3,000.00
Total	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00

CASH FLOW SUMMARY

	Jun-Aug 25	Sept-Nov 25	Dec-Feb 26	Mar-May 26	Annual Total
<u>ADMINISTRATION FUND</u>					
Opening Balance	50,051.64	74,581.34	28,809.09	54,110.34	\$50,051.64
Add: Contributions	41,073.50	0.00	41,073.50	0.00	\$82,147.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	771.55	0.00	0.00	0.00	\$771.55
Minus: Expenditures	15,772.25	45,772.25	15,772.25	15,772.25	\$93,089.00
CLOSING BALANCE	74,581.34	28,809.09	54,110.34	38,338.09	\$38,338.09
<u>SINKING FUND</u>					
Opening Balance	76,669.27	77,804.27	76,991.77	78,126.77	\$76,669.27
Add: Contributions	1,947.50	0.00	1,947.50	0.00	\$3,895.00
Add: Interest	437.50	437.50	437.50	437.50	\$1,750.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	1,250.00	1,250.00	1,250.00	1,250.00	\$5,000.00
CLOSING BALANCE	77,804.27	76,991.77	78,126.77	77,314.27	\$77,314.27

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 1000
 Number of Lots 22

Lot Number	— Effective from 01/08/25 —		— Effective from 01/08/25 —	
	UE	ADMIN Fund	UE	SINKING Fund
1	44	\$1,807	44	\$86
2	44	\$1,807	44	\$86
3	45	\$1,848	45	\$88
4	46	\$1,889	46	\$90
5	47	\$1,930	47	\$92
6	48	\$1,972	48	\$93
7	50	\$2,054	50	\$97
8	50	\$2,054	50	\$97
9	47	\$1,930	47	\$92
10	47	\$1,930	47	\$92
11	36	\$1,479	36	\$70
12	36	\$1,479	36	\$70
13	48	\$1,972	48	\$93
14	49	\$2,013	49	\$95
15	50	\$2,054	50	\$97
16	47	\$1,930	47	\$92
17	47	\$1,930	47	\$92
18	45	\$1,848	45	\$88
19	45	\$1,848	45	\$88
20	44	\$1,807	44	\$86
21	43	\$1,766	43	\$84
22	42	\$1,725	42	\$82
HALF-YEARLY TOTAL		<u><u>\$41,072.00</u></u>		<u><u>\$1,950.00</u></u>

Levy due dates are 15/08/2025 & 15/02/2026.

Unit Plan 622 Minutes of Executive Committee (EC) Meeting

Date: 24 November 2025

Location: Unit No. 1 @ 4pm

Attendance: Rob Smyth, Phil Walker, Lindy Gittoes, Ann Hobday,
Cathy Connor

Apologies: Nil

2. Minutes of last EC Meeting

August meeting Minutes accepted without changes.

3. Matters arising

Issue		Status	Who
1.	New Sinking Fund Plan	Still a need (raised as Other Business too). <u>Action</u> : Rob offered to progress this with Whittles	Rob
2.	Best term deposit terms & conditions.	Completed. Updated term deposit information included on the website	Rob
3.	Bulky waste collection options.	Completed - Whittles and ACT Govt contacted. Discussed further at <u>Item 6</u> .	Rob
4.	Visitor parking concerns	Completed. Included as a message with the email to units with minutes	Cathy
5.	Replacing honeysuckle edging Unit 12	Partially completed. Owners consulted and removal of honeysuckle started. Work paused to follow up concerns of the owner. See <u>item 3A</u>	Anne Phil
6.	Lack of mowing invoices	See <u>Item 5</u> .	Rob
7.	New solar light near defibrillator	Some issues with direction of activated light. <u>Action</u> : test for a few months and see whether it is an issue.	Phil
9.	Driveway repair	Completed, but the repairs in front of #19 are not holding, most probably due to cars turning in and out of driveway, especially several times a day. This is obviously not a permanent solution - need to look at other options including pebble creek? <u>Action</u> : Early next year look at options to fix (up to 12 spots) – perhaps have a working party.	Phil
10	Letterbox repair /rebuild	No luck with getting someone to do letterbox repairs in the same style. Other options include getting units to do their own repairs, or the EC bulk purchasing ready-made letterboxes. <u>Actions</u> :	Phil

		Phil to write a paper for AGM with options: - Bulk purchase + install? - ???(not really any other options) Rob to try and fix Unit 21 letterbox	
11	Hilltop dog signs	See <u>Item 5</u> .	Cathy

3.A Gardening and watering system concerns

Leo and Phil checked the watering of the common area gardens in front of units #11 & #12:

Unit 11: The top part of the common area garden in front of the unit is watered from the same system used for the front garden. This seems to be in reasonable condition, even though water pressure varies.

Unit 12: There are two systems running off a tap, recently replaced by Leo. The tap has a timer which can be manually set to run at fixed intervals for a set duration. It can be set for both on, both off or either on or off. Water pressure would be reduced if both are on at the same time.

- System One: waters the garden and the top part of the common area garden. This system has several leaks meaning most areas aren't getting water.
- System Two: waters the bottom area of the common garden in front of both units 11 & 12. It is difficult to trace this system as it is buried under dirt, mulch and roots. There appear to be leaks, and the ground is so compacted that very little is soaking in. It runs off onto the driveway. Hence the plants next to the driveway are drying out.

Needs and issues:

- fixing the leaks and dig up the pipes to check the state of the system.
- If the pipes are in poor condition, it might be better to redo the whole system.
- replace the timer on Unit 12 tap so that we can have multiple and automated watering systems; one for Unit 12 garden, one for the common area in front of Unit 11 and one for the common area in front of Unit 12.
- How is the cost covered? Options: Individual units, Sinking Fund, Administration Fund
- This also raises similar needs for the fronts of Units 1 and 3.

Actions:

1. Phil to get a quote to fix watering system at Unit 12. (contact from Chris Unit 3), and discuss with Jillian (daughter of Unit 12 owners)
2. At a later stage do the same for Units 1 and 3.
3. EC to discuss further as to which fund this cost would be covered by.

4. Finance Report

Rob presented the Finance Report (attached), noting a continuing strong overall position.

Since the last meeting, other than standard contract and smaller payments, the only other major payments in the period 1/8/25 to 31/10/25 were:

- Insurance premium of \$22,388 paid on 13 August 2025 (versus a budget of \$30,000); and
- Icon Water \$3,394 paid on 3 September 2025, bringing Year to Date expenditure to \$11,722, against an annual budget of \$32,000.

5. Update from Shackleton Park Committee meeting

- Hilltop mowing invoices – relevant EC is following up.
- Social Gathering –21 March 2026. Each driveway to organize their own details eg – tables, chairs, drinks, garbage bags etc . EC approval given to Robs flyer.
Action: Rob to send out flyer to SPC. Cathy to include in email with minutes to everyone.
- Dog signage - SPC approval.
Action: Phil to put orange cones where they can be installed and seek approval from other ECs. Phil and Rob might approach Hire a Hubby to install them. (ECs to share costs)
- ‘Hilltop Handbook’ presented– ideas to share amongst ECs. Intended audience: ECs, not all residents.

6. Bulky waste collection

Feedback from ACT Government suggested placing items on the mulched area alongside the road, but not on the footpath. EC expressed concerns at the possible size of such a collection if most/all residents utilize the service at one time but noted this is unlikely. One collection per year is allowed. EC decided to trial a collection in February.

Action: Cathy to include the offer of a collection to residents in the email with minutes, to see how many units might need the service.

7. Gardening Report

- Thanks to Leo for installing the watering system for Unit 12.
- Thanks to Barbara for potting some plants which have now been planted near the driveway.
- Dwarf callistemons planted in #12 by gardeners – will bush up nicely into a hedge.
- Callistemons flowering - pruning to do be done after flowering stopped
- Gardeners report front mulching is already breaking down. Recommend woodchips (but expensive). Another alternative is groundcover(as per #44)
- Plants need replacing out front of #11
- Anne to ask gardeners to weed front of #12.
- Rob raised the need for a few bags of mulch for their unit. Anne approved.
- EC discussed the need for a more long term Gardening Strategy – addressing ageing plants, watering needs etc.
Action: Anne and Rob to kickstart a draft strategy capturing basic needs (short-, medium- and long-term gardening needs and ideas.)

8. Social Report

- Christmas gathering – Rob and Anne's 6 Dec 4pm
- Hilltop gathering 21 March 2026.
- 21 April: dinner Mustang, Nepalese.

9. Defibrillator update

The EC has been notified of the following issues by the organisation that provided the units:

- A manufacturing process problem related to a circuit board component may impair the device's ability to function or cause failure. This failure could occur at any point when the device is holding a charge in preparation to deliver therapy, while delivering a shock, or after shock delivery. The device becomes inoperable after the failure occurs. The advice advised that the device may fail to deliver the intended therapy during use, potentially leading to a delay in treatment or no treatment being delivered during use. The problem was observed during quality testing, not during patient use. There have been no in-field product complaints or adverse events reported related to this product problem. We advised the vendor of the details of our unit after receiving their letter
- The company has advised that it will provide a replacement unit, and recommended to keep the unit in service until then. The likelihood of a problem occurring is low and widespread deployment of public access defibrillators results in an overall benefit to society as in most instances, the device will function without failure.
- In October 2025 we received further advice from the vendor of our defibrillator requesting us to check battery locator pins within the unit, as it had been reported that some units contained bent pins that could impact the effectiveness of the unit. As requested, we checked the unit and found the pins were not bent, and therefore appropriate for use, and this information was provided to the vendor.

Summary: Device can be used, and the EC will be notified when the replacement unit has been received and installed. If you have any queries with regard to the above please contact either Robert Smyth or Phil Walker.

Action: Cathy to include the summary of issues in the email to residents with the minutes.

10. Water update

- Average daily use for the quarter ending 28th August 2025 was slightly less than for the corresponding period in 2024. See table below.
- In mid-year ICON increased the consumption charges:
 - Tier 1 from \$2.56 to \$2.78 per KL
 - Tier 2 from \$5.15 to \$5.58 per KL
- For the period ending 28th August 2025 our water consumption was:

- Tier 1: 1,160 KL
- Tier 2: 48 KL
- The amount charged was \$3,394.88.
- Our 'normal' winter consumption is just on the margin of tipping over from Tier 1 to Tier 2. We can expect that for the coming months, our consumption will be well into the Tier 2 rate. For every KL used above the limit set for Tier 1, the cost per KL doubles.
- The next date for reading the water meter is 28th November 2025.

11. Other business

- Need for Sinking Fund Update (Action: Rob to follow up with Whittles)
- Phil raised issues with phone reception/speed (not wifi or internet).

Next Meeting

The next meeting of Unit Plan 622 will be held at Lindy's (Unit 14) 4pm, 23 February 2026.

Summary of actions

	Issue	Action	Who
1	Sinking Plan Update	Follow up with Whittles to create a new plan	Phil
2.	Direction of solar light near defibrillator	Test for a few months and see whether it is an issue.	Phil
3.	Driveway repair options	Early next year look at options to fix (up to 12 spots) – perhaps have a working party.	Phil
4.	Letterbox repairs	Paper for AGM with options: - Bulk purchase + install - ?other options Rob to try and fix Unit 21 letterbox	Phil
5.	Water and gardening issues Units 11 & 12	1. Get a quote to fix watering system at Unit 12. (contact from Chris Unit 3), and discuss with Jillian (daughter of Unit 12 owners) 2. At a later stage do the same for Units 1 and 3. 3. EC to discuss further as to which fund this cost would be covered by.	Phil

6.	2026 Social gathering	Inform residents of Shackleton gathering 21 March. Rob to send flyer to Cathy.	Cathy to include in email
7.	Hilltop dog signs	Phil to put orange cones where they can be installed and seek approval from other ECs. Phil and Rob might approach Hire a Hubby to install them. (ECs to share costs)	Phil and Rob
8.	Bulk waste collection	Trial in Feb 2026 to test the uptake of the offer of the collection. Email to residents to seek interest	Cathy to include in email
9.	Possible Gardening Strategy – addressing ageing plants, watering needs etc.	Draft strategy capturing basic needs (short-, medium- and long-term gardening needs and ideas.)	Anne and Rob
10.	Defibrillator	Update residents on status: <i>Defibrillators can continue to be used, and the EC will be notified when the replacement unit has been received and installed. If you have any queries with regard to the above please contact either Robert Smyth or Phil Walker.</i>	Cathy to include in email

Units Plan 622 – Finance Report to 31 October 2025

Combined bank account summary shown in ACT Strata website as at 23 November 2025

Administration Fund balance:	\$43,452.27CR
Sinking Fund balance:	\$30,766.68 CR
Sinking Fund Term Deposit:	<u>\$50,000.00 CR</u> (rollover matures 25/8/27)
<i>Total all accounts balance:</i>	<i>\$124,218.91 CR</i>

Consolidated Administration and Sinking Fund Bank Account movements 5 months to 31 October 2025

Balance at month start	Deposits (CR)	Payments (DR)	Balance at month end
31/5/25 \$78,152	\$258	\$14,768	30/6/25 \$63,642
1/7/25 \$63,642	\$5,104	\$2,213	31/7/25 \$66,533
1/8/25 \$66,533	\$36,215	\$24,134	29/8/25 \$78,614
29/8/25 \$78,614	\$3,965	\$5,579	30/9/25 \$77,000
1/10/25 \$77,000	\$462	\$1,925	31/10/25 \$75,536
<i>5-month totals: 1/6/25 to 31/10/25</i>	<i>\$46,008</i>	<i>\$48,619</i>	<i>5 months Negative variance \$2,619</i>

Financial Year to date Income and Expenditure versus Budget – 5 months to 31 October 2025

Item	YTD Actual	YTD Budget	Variance	Last Year YTD
Administration Fund				
Fund Income	\$41,072	\$41,073	\$1	\$41,088
Fund Expenditure	\$47,690	\$61,544	\$13,583	\$38,430
<i>Surplus/Deficit</i>	<i>(\$6,888)</i>	<i>(\$20,471)</i>	<i>\$13,682</i>	<i>\$2,657</i>
Sinking Fund				
Fund Income	\$4,343	\$2,822	\$1,520	\$4,363
Fund Expenditure	\$0	\$2,333	\$2,333	\$0
<i>Surplus/Deficit</i>	<i>\$4,343</i>	<i>\$489</i>	<i>\$3,854</i>	<i>\$4,363</i>

Notes to receipts and payments since our last committee meeting reporting period (i.e. from 31 July to 31 October 2025):

- The main reason for the variance in the Administrative Fund's income and expenditure is due to expenditure in the Year to Date and 3 months to 31 October being greater than the income (i.e. levies received). This is in line with our budget. The income to the Sinking Fund was positively impacted by the receipt of the annual interest payment of \$2,393 from the NAB for the Sinking Fund Term Deposit. There has been no Sinking Fund expenditure in the current financial year.
- The next Body Corporate unit levies are payable on 1 February 2026. Totals expected unit levy receipts for February 2026 are expected to be:
 - Administration Fund: \$41,072
 - Sinking Fund: \$1,950
 - Total expected levies: \$43,022

- Whittles managed the rollover of the two-year Term Deposit that matured on 25 August 2025 at an annual interest rate of 3.75%. This was confirmed by the NAB on 26 August 2025. A copy of the advice is on the website.
- Since our last meeting, other than standard contract and smaller payments, the only other major payments in the period 1/8/25 to 31/10/25 were:
 - Insurance premium of \$22,388 paid on 13 August 2025 (versus a budget of \$30,000); and
 - Inon Water \$3,394 paid on 3 September 2025, bringing Year to Date expenditure to \$11,722, against an annual budget of \$32,000.
- Lawn mowing billings not received – this remains an outstanding matter and is being managed through the Shackleton Park Committee
- The BC financial year is 1 June 2025 to 31 May 2026.

Consolidated Assets and Liabilities as at 31 October 2025 (i.e. combined Administration & Sinking Funds)

Total Assets:	\$132,271 (includes the \$50,000 Term Deposit maturing on 25/8/27 at 3.75% interest pa)
Total Liabilities:	\$591 (being levies paid in advance)
Net Assets:	\$131,680 (was \$127,682 at the same time in 2025)

Comment - Our overall financial position remains positive and strong, with the Body Corporate being able to pay all payments due.

Unit Plan 622

Minutes of Executive Committee (EC) Meeting

Date: 18 August 2025

Location: Unit No. 17 @ 4pm

Attendance: Rob Smyth (on phone), Phil Walker, Joanne Ellison, Lindy Gittoes, Ann Hobday, Cathy Connor

Apologies: Nil

2. Minutes of last EC Meeting

5 June meeting Minutes accepted without changes.

3. Matters arising

Nil from June EC meeting. Matters arising from issues discussed at AGM are included in these minutes below, as per the Agenda.

4. Finance Report

Rob presented the Finance Report, noting a strong overall position. Figures in attached *Item 4 Finance Report* reflect those updated by Rob 19 Aug following the meeting.

Other issues discussed:

- Levies due by 15 August have been received, with arrears at 18 August of \$11,487
- Insurance payment has been made
- Bank balances at 18 August:
 - Administration fund - \$40,660.09 with levy arrears \$10,965
 - Sinking fund - \$28,097.27 with levy arrears \$522
 - Sinking fund term deposit - \$50,000
 - TOTAL bank balance: \$118,757.36 with levy arrears \$11,487
- Consolidated account for 2 months to 31 July -\$5,352 deposited with \$16,982 made in payments - all budgeted for.

5. Matters arising from AGM (8 July 2025)

- a) Changes to EC and appointment of Secretary. Chris Sloan and Joanne Ellison have resigned and Cathy Connor appointed Secretary and custodian of the book stall.
- b) AGM minutes: these are completed and on the Whittles portal.
- c) Insurance renewal and claims update. *See attached Item 5c)*
- d) Sinking Fund Plan update: The plan needs updating every five years. This is due by the next AGM. Action: Phil to contact Whittles for suggestions of contacts who might be able to do this.
- e) Renewal of Sinking Fund term deposit (due 25 August). Options are to maintain current two-year term, or it might be better to go for an annual roll over. AGM discussion advised EC to choose best option. Action: Rob to seek an update from Whittles.
- f) Bulky waste collection:
 - Strata title residents can access the collection which needs to be booked and items placed outside 48 hrs prior to booked time. Details are on the ACT website (see <https://www.cityservices.act.gov.au/recycling-and-waste/collection/bulky-waste-collection>).
 - There is an obstacle in that the items need to be placed within the private property boundaries and not in a public space. EC discussed possible options (including outside Unit 1 and the spare driveways of some units).
 - Action: Rob to contact Whittles for advice, including whether we can place items outside several units or in one identified space.
- g) Visitors parking: EC discussed a recent concern re prolonged use of the visitors' parking area. Action: EC to advise units that in the interest of maintaining a friendly approach, if they have an issue, contact the relevant unit to discuss. Another option is to let the EC know and the EC will take up the query with the relevant unit.

6. Gardening Report

- Winter pruning and tidying underway
- Unit 9 has requested some pruning and mulching outside the front of the property.
- Planting is required for the following properties:
 - Ground cover for Unit 1
 - Near the light at the front of Unit 11

- Crepe myrtle out the front of Unit 3
- Honeysuckle edging the driveway at Unit 12 needs to be pulled out and replaced. Action: Anne to consult with Joy and George about this step and to seek advice from gardeners re a drought tolerant native replacement of suitable height.
- Hilltop mowing – there has not been any invoices for 18 months. With spring approaching, there may soon be a need for a mow. Action: Rob to enquire about the lack of invoices with the Shackleton Park Committee.

7. Maintenance planning

- a) Solar lighting: Phil purchased a 500 Lumen weatherproof solar powered sensor light to provide lighting to the defibrillator area. EC discussed details of installation and a trial of the light, noting the difficulty posed with the area not receiving much sunlight to charge the panel. Action: Phil to trial the light and report back to EC.
- b) Driveway repairs:
 - Broken Driveway – Agreed EC to use Wanniasa Hire-a-Hubby at a cost of \$312. Action: Phil to progress.
 - Sealing cracks – EC agreed to action these at the next working bee in October/November along with any other common area maintenance.
- c) Letterboxes:
 - Repairs are required on three letterboxes.
 - EC agreed to maintain a consistent look to any future replacements.
 - Phil has a new contact to build (but not install) the letterboxes' given Jeremy is no longer available to do this, nor is the Men's Shed. Action: Phil to follow up on his possible contact.

8. Social Matters

Thanks to Joanne and Bob for donation of small urn for working bees. Lindy will house the urn.

Next social gathering **Saturday 6 December 4pm** at Anne and Rob's place. EC thanked Rob and Anne for hosting two consecutive years.

9. Book library

Cathy to take over this role. Action: Jo will give the cupboard a clean prior to handing over the role.

10. Water update

The next bill is due at the end of August. The bill at end August 2024 was \$3,930 for 1326kL used. So far this quarter we are slightly below average compared to the same time last year. Given the increased charges that have applied since 1 July 2025, the EC expects the August 2025 bill to be similar to that for August 2024.

11. Dogs off lead in the common area

Phil raised the question with the other Shackleton Park ECs about installing 'Dogs on Leash' and 'Pick up Droppings' signs on approaches to the Shackleton Park owned land on the hilltop. The other ECs are supportive, however noting that we have no way of enforcing. Suggestion is for signs that state "Private property - dogs on leash only" or similar.

EC agreed to this need. Action: Cathy to follow up options for purchasing signs and their wording. EC will then progress to other ECs for their agreement including deciding on number and placement of the signs.

12. Other business

Nil

Next Meeting

The next meeting of Unit Plan 622 will be held at Annes place (Unit 1) on 10 November 4pm.

ACTION ITEMS

1. Phil to contact Whittles re suggestions for contacts for Sinking Fund Plan update.
2. Rob to follow up Whittles regarding best one or two year term deposit terms and conditions.

3. Rob to contact Whittles for advice on bulky waste collection options for our strata situation, including whether we can place items outside several units or in one identified space.
4. EC to advise units that in the interest of maintaining a friendly approach, if they have an issue with any visitors parking, contact the relevant unit to discuss. Another option is to let the EC know and the EC will take up the query with the relevant unit.
5. Anne to consult with Joy and George about the need to replace the honeysuckle edging their property and to seek advice from gardeners re a drought tolerant native replacement of suitable height.
6. Rob to enquire with the Shackleton Park Committee about the lack of mowing invoices for the last 18 mths.
7. Jo to give the book cupboard a clean prior to handing over the role to Cathy.
8. Phil to trial the new solar light near the defibrillator.
9. Phil to progress driveway repair using Wanniasa Hire a Hubby.
10. Phil to follow up on a possible contact to repair/build letterboxes.
11. Cathy to follow up options for purchasing signs and their wording. EC will then progress to other ECs for their agreement including deciding on number and placement of the signs

Units Plan 622 – Finance Report to 31 July 2025

Combined bank account summary shown in ACT Strata website as at 18 August 2025

(figures updated by Rob 19 Aug after meeting)

Administration Fund balance	\$40,660.09	levy arrears of \$10,965
Sinking Fund balance:	\$28,097.27	levy arrears of \$522
Sinking Fund Term Deposit	\$50,000.00 CR	transferred 30/8/23 matures 25/8/25
Total all accounts balance	\$118,757.36	levy arrears of \$11,487

Consolidated Administration and Sinking Fund Bank Account movements 2 months to 31 July 2025

Balance at month start	Deposits (CR)	Payments (DR)	Balance at month end
31/5/25 \$78,152	\$258	\$14,768	30/6/25 \$63,642
1/7/25 \$63,642	\$5,104	\$2,213	31/7/25 \$66,533
2-month totals: 31/5/25 to 31/7/25	\$5,362	\$16,981	2 months Negative \$11,619

Financial Year to date Income and Expenditure versus Budget – 2 months to 31 July 2025

Item	YTD Actual	YTD Budget	Variance	Last Year YTD
Administration Fund				
Fund Income	\$0	\$0	\$0	\$0
Fund Expenditure	\$16,321	\$15,772	(\$548)	\$3,860
Surplus/Deficit	(\$16,321)	(\$15,772)	(\$548)	(3,860)
Sinking Fund				
Fund Income	\$0	\$437	(\$437)	\$0
Fund Expenditure	\$0	\$1,083	\$1,083	\$0
Surplus/Deficit	\$0	(\$645)	\$645	\$0

Notes to receipts and payments since the end of the Financial Year (i.e. 31 May 2025):

- The variance in the fund's income and expenditure is due to the August levies that had mostly not been paid as at 31 July 2025.
- Body Corporate unit levies are payable on 15 August 2025. Totals expected receipts for the half year will be:
 - Administration Fund: \$41,072
 - Sinking Fund: \$1,950

Total expected levies: \$43,022 (Note - \$27,319 unpaid at 8 August 2025, but not due until 15 August 2025)

- Income from the Sinking Fund Term Deposit is expected to be \$2,413.14, due in August 2025. Following Resolution 13 at the recent AGM, Whittles have been formally requested to manage the

AGENDA ITEM 4

rollover of the two-year Term Deposit that is maturing on 25 August 2025. There is a Reserve Bank meeting on 12 August that could potentially lower interest rates.

- Other than standard contract and smaller payments, the only other major payments in the period 1/6/25 to 31/7/25 were:
 - Icon Water \$11,722 paid on 11 June 2025
 - Insurance Valuation fee \$1,089 paid on 25 June 2025
- The approved 12-month budget for insurance for the current financial year is \$30,000. The annual insurance premium is due and payable by 30 August 2025 for the total sum of \$22,388.51, for 11 months cover to 31 July 2026. The 11-month cover was selected following comments at the AGM to assist the next year and future year's budgeting for insurance. The lowest quote received was from our current insurer, SCI being \$22,388 for 11 months and \$24,482 for 12 months. Based on the other annual quotes – ranging from \$34,402 to \$43,515, that are 40.5% and 84.5% higher than the \$24,482 annual SCI quote. Like last year there are also substantial differences in the excesses (we pay \$1,000 with other quotes between \$2,000 and \$5,000. The 11-month invoice to be paid is \$7,611.49 less than the 12-month budget figure. Our broker has advised that a claim has now been closed. □ The BC financial year is 1 June 2025 to 31 May 2026.

Consolidated Assets and Liabilities as at 31 July 2025 (i.e. combined Administration & Sinking Funds)

Total Assets:	\$116,533 (includes the \$50,000 Term Deposit maturing on 25/8/25 at 4.8% interest pa)
Total Liabilities:	\$6,134 (\$5,851 of this sum is levies paid in advance)
Net Assets:	\$110,399 (was \$113,155 at the same time in 2024)

Comment - Our overall financial position remains positive and strong, with the Body Corporate being able to pay all payments due.

Unit Plan 622

Minutes of Executive Committee Meeting

Date: 28th April 2025

Location: Unit No. 18 @ 4:30pm

Attendance: Rob Smyth, Phil Walker, Anne Hobday, Lindy Gittoes, Chris Sloan and Joanne Ellison

1. Attendance, apologies and conflicts of interest.

All present, no apologies or conflicts of interest.

2. Minutes of last EC Meeting

Minutes of last meeting on 20th January were accepted and resolution of the weeping cherry tree was noted.

3. Matters Arising

No matters arising.

4. Finance Report

In the 10 months to the end of March 2025, finances have once again shown a positive variance and income spent has been less than budgeted. The ICON water payment was the big one and it turned out the bill virtually equaled the end of year budget for water usage of \$30,000. All unit levies have been received.

Our term deposit was discussed as it will mature on 25th August and we need to decide what we want to do with it. We decided to put forward a motion at the AGM. The two main options are to roll over the term deposit for another two years at the then prevailing interest rate, or not to have a term deposit.

There are two potential insurance claims that have been indicated, one of which has a claim pending. We are still waiting on the invoice for hill top mowing.

Preparation for next year's Administration and Sinking Fund budgets has commenced.

At the end of March overall our finances are looking positive and strong. Please refer to the attached Finance Report for further details.

5. Gardening Report

Pruning is being carried out on the body corporate gardens, particularly around the BC lights. There have been quite a few branches dropping opposite No. 22. The tree has been looked at by an arborist and he has indicated verbally that the tree is fine.

Currently the gardeners are looking at all the plants and bushes with the intention of removing any that are deemed to be dead or are dying and on their last legs. Several areas look like they need work. We need to decide what plants will replace the old ones - perhaps the gardeners can offer some suggestions. Some mulching still needed, particularly between Units 13 and 14 and around the visitors' car park.

It was also noted that the trees out the front, along the street, should be trimmed after flowering which might mean a start on that in mid-May.

6. Social Matters

Lindy has suggested a dinner after the AGM at the Mawson Club this year. This will be on Tuesday, 8th July at 7:30pm and an invitation will be sent out beforehand with a request to RSVP so she can make a booking.

The AGM will be held on Tuesday, 8th July at 5:00pm at the Whittles office in Deakin.

The proposed combined Bodies Corporate social get-together on the hill top reserve in March never occurred.

7. Maintenance Planning

The driveway cracks have not been fixed yet but Phil has all the materials needed to get them done. It was also noted that some letterboxes need replacing or repairing - we might need to get this done by an external provider.

The solar light appears to be working well - do we need another one and where should it go?

8. House Rules

House Rules have been uploaded on the Whittles site.

9. Book Library

The Book Library is being used with some turn over of books, and Joanne was particularly pleased to see some children's books in the library. This might be a good option if anyone has grandchildren visiting.

10. Insurance Matters

Our building insurance needs to be appropriately valued from time to time and it was decided that we need to get a new quote for an insurance property valuation. This should include the replacement value of building costs and loss of rent. There is the question of how long it will take to get the quote.

11. Planning for AGM - Responses

There were several responses to Rob on the pre-planning items for the AGM. There was a comment that it was a good opportunity for people to have their say.

Some of the issues raised re budget planning, including levies, water and insurance costs, will be sent out at least two weeks before the AGM.

12. Other Business

The defibrillator has been tested on a regular 3 monthly basis and Rob has a register of the checks.

The matter of a bulky waste collection for the residents of No. 58 was raised. Unit holders can arrange with ACT's City Services a free service for the government to collect but it will raise the question of where to leave the

waste. The other alternative is to organise a skip but this would involve a cost. We will discuss options with Whittles.

Refer to the Government's website for details and an application form (<https://www.wsms.act.gov.au/bins/s/bulky-waste>).

The position of Secretary will become available at the AGM.

13. **Next Meeting**

The next meeting will be held on Thursday, 5th June at 4pm.

Units Plan 622 – Finance Report to 31 March 2025

Combined bank account summary shown in ACT Strata website as at 24 April 2025

Administration Fund balance:	\$53,382.19 CR
Sinking Fund balance:	\$26,669.27 CR
Sinking Fund Term Deposit:	\$50,000.00 CR (transferred 30/8/23 – matures 25/8/25)
<i>Total all accounts balance:</i>	<i>\$130,051.46 CR</i>

Consolidated Administration and Sinking Fund Bank Account movements 10 months to 31 March 2025

Balance at month start	Deposits (CR)	Payments (DR)	Balance at month end
1/6/24 \$76,442	\$645	\$10,240	28/6/24 \$66,848
29/6/24 \$66,848	\$2,065	\$2,144	31/7/24 \$66,768
1/8/24 \$66,768	\$42,251	\$30,908	30/8/24 \$78,111
1/9/24 \$78,111	\$2,152	\$1,195	30/9/24 \$79,068
1/10/24 \$79,815	\$258	\$2,511	31/10/24 \$76,815
1/11/24 \$76,815	\$387	\$2,856	29/11/24 \$74,346
29/11/24 \$74,346	\$258	\$13,536	31/12/24 \$61,068
1/1/25 \$61,068	\$6,167	\$1,711	31/1/25 \$65,524
1/2/25 \$65,524	\$31,406	\$1,871	28/2/25 \$95,060
1/3/25 \$95,060	\$2,151	\$16,051	31/3/25 \$81,160
<i>10 month totals: 1/6/24 to 31/3/25</i>	<i>\$87,740</i>	<i>\$83,023</i>	<i>10 months Positive \$4,717</i>

Financial Year to date Income and Expenditure versus Budget – 10 months to 31 March 2025

Item	YTD Actual	YTD Budget	Variance	Last Year YTD
Administration Fund				
Fund Income	\$82,160	\$82,147	\$14	\$75,828
Fund Expenditure	\$74,632	\$85,877	\$11,245	\$69,785
<i>Surplus/Deficit</i>	<i>\$7,528</i>	<i>(\$3,730)</i>	<i>\$11,245</i>	<i>\$6,043</i>
Sinking Fund				
Fund Income	\$6,313	\$3,895	\$2,418	\$3,900
Fund Expenditure	\$0	\$5,000	\$5,000	\$0
<i>Surplus/Deficit</i>	<i>\$6,313</i>	<i>(\$1,105)</i>	<i>\$7,418</i>	<i>\$3,900</i>

Notes to receipts and payments since last Committee Meeting on 20 January 2025:

- Body Corporate unit levies were payable in February 2025. Most payments were received in February, with some prepaid and some received in March.
- The income of the Sinking Fund includes \$2,413.14 in bank interest related to the Term Deposit. Paid in August 2024.
- Other than standard contract and smaller payments, the only other major payment in the period 20/1/25 to 31/3/25 was to Icon Water \$14,298.97 paid on 12/3/25. Total water supply invoices paid this financial year are now \$29,997 versus the annual budget of \$30,000. If the billing cycle is similar to last year's, we would expect the next water invoice to be payable in mid June 2025 (i.e. next financial year).
- Payments that are usual and budgeted include Whittles management fee at \$671 per month, and the contracted gardening contract payments of \$520 per fortnight that increased on 1 January 2025 (from \$480 per fortnight). This sum was in line with our budget forecast.
- The BC financial year is 1 June 2024 to 31 May 2025.

Consolidated Assets and Liabilities as at 31 March 2025 (i.e. combined Administration & Sinking Funds)

Total Assets:	\$131,160 (includes the \$50,000 Term Deposit maturing on 25/8/25 at 4.8% interest pa)
Total Liabilities:	\$302
Net Assets:	\$131,857 (was \$130,346 at the same time in 2024)

Term Deposit maturity on 25 August 2025

The two year Sinking Fund Term Deposit of \$50,000 that commenced on 25 August 2023 is due to mature on 25 August 2025, through the National Australia Bank. The interest rate on the Term Deposit is fixed at 4.8% per annum (i.e. \$4,806.58 total or \$2,413 per annum, that is paid to our Macquarie Bank account). We are liable for tax on the interest earned and accounting fees for the taxable income to the Body Corporate. The last interest was paid in August 2024.

A decision needs to be made as to whether to roll over the Term Deposit for an agreed period on market terms, or not. At maturity we have 7 calendar days to make any changes to the Term Deposit or withdraw the funds without cost. The current advertised interest rate by the NAB for a 2 year rollover, as at 22 April 2025 was 3.8% per annum, being 1% less than the current rate we are receiving. This is in line with the current trend of market interest rates falling.

It is suggested that the Committee consider a Motion be put to the AGM as to the treatment of the Term Deposit. Taking account of the above, and other pertinent information The AGM is on 8 July, leaving sufficient time to manage directives from the AGM.

Possible insurance claims

The Committee has been advised that there is the possibility of two insurance claims against our Body Corporate insurances. If these proceed and are accepted by our insurer, legally the Body Corporate is liable for any excess payments, that is \$1,000 per claim. Further details on the possible claims are pending.

Budget preparation for 2025-26

The Committee has commenced preparing the next annual budget for presentation at the 8 July AGM.

Comment - Our overall financial position remains positive and strong, with the Body Corporate being able to pay all payments due.

Unit Plan 622

Minutes of Executive Committee Meeting

Date: 5th June 2025

Location: Unit No. 18 @ 4pm

Attendance: Rob Smyth, Chris Sloan and Joanne Ellison

Apologies: Phil Walker, Ann Hobday and Lindy Gittoes

There was no formal agenda for this meeting, but the minutes of our discussions are as follows.

Minutes of last EC Meeting

Minutes of our last meeting on 28th April were accepted.

Finance Report

The Executive Committee discussed and agreed that the tabled draft budget for the Administrative Fund and the Sinking Fund for the period 1 June 2025 to 31 May 2026 be included in the papers for the AGM, and for unit holders to consider. Key elements included:

- The proposal that the levies for 2025-26 only for both funds do not vary from the current 2024-25 financial year.
- It was noted that most costs are expected to rise over the next financial year, although many of these cannot be quantified at this time, including insurances and water consumption that make up 66.6% of the proposed Administrative Fund expense budget.
- It was agreed to include the cost of a revaluation of the property for insurance purposes, at a quoted sum of \$1,089 including GST.
- That the Administrative Fund proposed deficit budget of \$10,942 be funded from retained Net Assets. This sum represents approximately

8.6% of the net assets of both funds, including the Sinking Fund Term Deposit. It was agreed that a deficit budget be taken to the AGM as it is considered that the Net Assets of the body corporate can readily fund the deficit for the next year, and that this position will be reviewed on an annual basis.

- It is proposed that the Sinking Fund budget provides a small positive variance of \$645 for 2025-26.
- It was agreed that resolutions be put to the AGM regarding the rollover of the Sinking Fund Term Deposit due to mature on 25 August 2025, and the management of our insurance renewal that is due to expire on 30 August 2025.

The month and year end financials at 31 May 2025 were not available to discuss at the meeting.

- It was agreed that the budget be provided to Whittles for inclusion in the AGM papers to be held on the 8th of July AGM.

AGM Unit Plan 622

The AGM will be held on Tuesday, 8th July at 5:00pm at the Whittles office in Deakin - 43/2 King Street, Deakin.

Social Matters

All residents are welcome to attend dinner after the AGM at the Mawson Club. An invitation will be sent out shortly by separate email and it would be appreciated if you could RSVP to Lindy.

Positions on the Executive Committee

An email will be sent to all residents shortly asking for expressions of interest on the Executive Committee, particularly the position of Secretary. This will become vacant at the AGM.

Next Meeting

The next meeting of Unit Plan 622 will be at the AGM on 8th July.

Unit Plan 622

Minutes of Executive Committee Meeting

Date: 20 January 2025 commencing at 4pm

Location: Unit No. 17

Attendance: Phil Walker, Rob Smyth, Anne Hobday, Lindy Gittoes, Chris Sloan, Joanne Ellison

1. Attendance, apologies and conflicts of interest

All members of the Executive Committee (EC) present. No apologies or conflicts of interest were noted.

2. Minutes of last Executive Committee Meeting – 11 November 2024

The minutes of the EC were accepted. Whittles notified us on 25th November that the minutes had been uploaded.

3. Matters arising from last meeting

There were no matters arising from our last meeting.

4. Finance Report

The Finance Report was presented for the period ending 31 December 2024 – see Attachment 1.

Overall, it was noted that the financial position is positive and strong seven months into the financial year. Key elements of the finance report were:

- As of 13 January 2025 total funds in our bank account were \$110,541.65.
- For the 7 months to 31 December 2025 year to date income for the Administration Fund was in line with our budget, and expenditure had a positive variance of \$17,173 compared to the budget. There has been no expenditure from the Sinking Fund.
- For the 7 months to 31 December 2025 Net Assets was \$107,644
- The largest most recent expenditure was to ICON Water for the sum of \$11,658.
- Expenditure since the last meeting was generally in accordance with the budget. We are still waiting on an invoice for hilltop mowing for services since July 2023
- *The next unit levies are due and payable on 15 February 2025*

5. Gardening Report

Anne will approve the increase in 4 Gardens fees. They came to garden mid-December last year and again on Thursday, 16th January but there has been hardly any growth over that time.

There has been a request to consider the removal of a weeping cherry tree near the driveway of Units 2 and 3, and that this be replaced with a deciduous tree – we think to improve visibility. The committee will review this request.

An extra \$1,000 was approved at the last EC meeting and \$400 has now been spent on two lots of mulching, mainly near Units 12, 19 and 22. Anne is looking at spending the balance of additional approved funds on new plants and some more mulch to be distributed where needed in the complex.

6. Social Matters

There was some discussion on our next social gathering and Lindy presented a few possibilities. A relatively new restaurant at Mawson, the Mul Chowk Kitchen was recommended as local, good value and could cater for our numbers, however it is not BYO. Lindy will review The Mustang at the Farrer shops. Both places have Nepalese cuisine. This is planned for Tuesday, 4th March at 6pm and an invitation will be sent out as soon as a booking is confirmed. Another invitation, for the Annual Shackleton Park get-together, will be sent out shortly too. It is likely to be held on Saturday, 22nd March.

7. Maintenance Planning

Phil reported that he has purchased the filler for the driveway cracks and he, Leo and Rob will work on that. He has not found a solution for the bigger holes as the concreters he has contacted consider it to be too small a job. Does anyone have any ideas?

The new solar light is doing a good job and providing enough light to walk safely in the area.

8. House Rules

Phil reported that the House Rules have been updated, were sent out to all residents for comment and have now been uploaded on the Whittles site. He noted that there is a new requirement to obtain a S119 Certificate if you are renting out your property. This can be obtained from strata management.

9. Book Library

Bob and Joanne have been happy to see that the book library is providing reading material to those interested, not only residents but also passersby. It will be cleaned out on Saturday, 8th February. If you need to collect a book please do so before then. New books will be added on that day.

10. Water Update

Phil reported that the next ICON Water bill is due late February, but it is hard to predict the billed sum due to the odd weather patterns over the summer.

11. Early Planning for AGM

The AGM is proposed to be held on Tuesday, 8th July 2025 at Whittles office, with a post-meeting dinner at Rama's restaurant in Pearce. Details will be sent to residents once this has been confirmed.

Committee members noted that our insurance cover should be reviewed before the AGM in July with respect to the types of cover that we consider appropriate, such as the possibility of bushfires and other risks.

12. Other business

There may be some possible insurance claims.

13. Next Meeting

The next meeting of the Executive Committee will be held on Monday, 28th April at No. 18, starting at 4pm.

Attachment 1

Units Plan 622 – Finance Report to 31 December 2024

Combined bank account summary shown in ACT Strata website as at 13 January 2025

Administration Fund balance:	\$35,822.38 CR
Sinking Fund balance:	\$24,719.27 CR
Sinking Fund Term Deposit:	\$50,000.00 CR (transferred 30/8/23 – matures 25/8/25)
<i>Total all account balance:</i>	<i>\$110,541.65 CR</i>

Consolidated Administration and Sinking Fund Bank Account movements 7 months to 31 December 2024

Balance at start	Deposits (CR)	Payments (DR)	Balance at end
1/6/24 \$76,442	\$645	\$10,240	28/6/24 \$66,848
29/6/24 \$66,848	\$2,065	\$2,144	31/7/24 \$66,768
1/8/24 \$66,768	\$42,251	\$30,908	30/8/24 \$78,111
1/9/24 \$78,111	\$2,152	\$1,195	30/9/24 \$79,068
1/10/24 \$79,815	\$258	\$2,511	31/10/24 \$76,815
1/11/24 \$76,815	\$387	\$2,856	29/11/24 \$74,346
29/11/24 \$74,346	\$258	\$13,536	31/12/24 \$61,068
<i>Totals: 1/6/24 to 31/12/24</i>	<i>\$48,016</i>	<i>\$63,390</i>	<i>7 months Less \$15,374</i>

Financial Year to date Income and Expenditure versus Budget – 7 months to 31 December 2024

Item	YTD Actual	YTD Budget	Variance	Last Year
Administration Fund				

Fund Income	\$41,088	\$41,073	\$14	\$37,914
Fund Expenditure	\$54,823	\$71,982	\$17,159	\$57,748
<i>Surplus/Deficit</i>	<i>(\$13,735)</i>	<i>(\$30,909)</i>	<i>\$17,173</i>	<i>(\$19,834)</i>
<i>Sinking Fund</i>				
Fund Income	\$4,363	\$1,947	\$2,415	\$1,950
Fund Expenditure	\$0	\$3,750	\$3,750	\$0
<i>Surplus/Deficit</i>	<i>\$4,363</i>	<i>(\$1,802)</i>	<i>\$6,165</i>	<i>\$1,950</i>

Notes to receipts and payments since last Committee Meeting on 11 November 2024:

- No change to Body Corporate receipts. The next unit levies are due to be paid in February 2025.
- Other than standard contract and smaller payments, other payments in the period 11/11/24 to 31/12/24 was:
 - Icon Water \$11,658.68 paid on 11/12/24
 - A combined total of reimbursements to unitholders of \$712 for the supply of mulch to the front garden area
 - \$101 reimbursement for the repainting of the book library area
 - \$411 reimbursement for the new garden solar light outside Unit 12.
- Payments that are usual and budgeted include Whittles management fee at \$671 per month, and the contracted gardening contract payments of \$480 per fortnight with one additional \$200 sum for approved additional mulching on internal gardens. The 4 Gardens contract sum is proposed to increase to \$520 per fortnight from 1 January 2025. This sum is in line with our budget forecast.
- The BC financial year is 1 June 2024 to 31 May 2025.

Consolidated Assets and Liabilities as at 31 December 2024 (i.e. combined Administration & Sinking Funds)

Total Assets: \$111,084 (includes the \$50,000 Term Deposit maturing on 25/8/25 at 4.8% interest pa

Total Liabilities: \$3,440 (i.e. levies paid in advance for 2 units)

Net Assets: \$107,644 (was \$102,518 at the same time in 2023)

Comment - Our overall financial position remains positive and strong, with the Body Corporate being able to pay all payments due.

Unit Plan 622

Minutes of Executive Committee Meeting

Date: 11 November 2024 commencing 4pm

Location: Unit No 18

Attendance: Phil Walker, Rob Smyth, Chris Sloan, Anne Hobday, Joanne Ellison

1. Attendance, apologies and conflicts of interest.

Apologies from Lindy Gittoes and Ash Gardner. It was noted that Ash will not continue on the EC this year.

2. Minutes of last Executive Committee Meeting - 19 August 2024

The Minutes of the EC were accepted, and Whittles uploaded the minutes on 10 September.

3. Matters arising from last meeting.

There were no matters arising from our last meeting that were not included in the EC meeting Agenda.

4. Finance Report

The Finance Report was presented for the period ending 31 October 2024 – see Attachment 1.

Overall, it was noted that the financial position is positive and strong, five months into the financial year. It was noted that:

- Administrative funds have a positive variance of \$19,672 with the main savings coming from insurance and water, although the water cost positive variance is a timing issue.
- Nothing has been spent from the Sinking Fund so far this year.
- All Body Corporate levies have been paid.
- During August we received \$2,413 interest from the Sinking Fund Term Deposit, and it is likely that there will be some tax payable.
- The recent painting of the library, and mulching bill of \$712 has been approved and reimbursement to several unit holders is expected in mid-November.
- There have been no invoices paid for the hill mowing since July 2023, and it is expected that 5 invoices will be issued by the mowing supplier estimated to be a total of \$600 to \$700.

5. Garden Update

Anne thanked Chris for organising the mulch, the purchase and delivery, as well as the volunteers for the day.

Many thanks also to the residents themselves who spread the mulch (involving quite a bit of shovelling and moving of the mulch to the right area) and particular thanks to Leo, Julie, Cathy and Rob who did the last little bit to complete spreading the mulch right along the front garden. The mulching of the entrance and driveway has now been completed, along with the common property areas outside Units 21 and 22.

The gardeners have weeded outside Unit No 19 and they will also add mulch to fill in the gaps in front of Units 19 and 12 plus others. They have also removed some dead bushes, weeded and trimmed along the driveway.

Leo has fixed the sprinkler system outside Unit No 12 and the plants are already looking better.

Joan has queried the water sump/drain at the top of our development, near the path. She said it was mentioned in the original gardening contract. Apparently it was not mentioned in the latest plumbing report. It has been covered up and needs to be exposed and cleaned up.

Anne also requested approval for a \$1000 increase to the gardening funds in order to purchase some more plants and mulch. The area in front of Unit 12 particularly needs some ground cover. This was approved.

6. Social Matters

Joanne read out Lindy's report:

The Working Party Morning Tea was much appreciated by all, and a big thank you to Chris and Jo for helping her on the day.

The pre-Christmas get-together will be held on Saturday, 23 November at Unit 18 (Rob and Anne Smyth) at 4pm. Please bring a plate of food to share and your own drinks, a plate and a chair.

A New Year function could be held in late February and committee members have considered the possibility of a dinner out. The Mustang Nepalese in Farrer or Rama's in Pearce was suggested. The venue is yet to be confirmed.

7. Maintenance Planning

Phil was happy to report that the garden mulching and book library cleaning and painting have been finalised. The repairs to the minor driveway cracks are proposed to be undertaken by Leo and Phil as volunteers.

The larger cracks and holes are still under discussion.

It was decided to purchase a new garden path light (solar powered) at a cost of approx \$300. If it proves satisfactory, perhaps another couple could be ordered.

Leo has replaced the timer for the watering system adjacent the library with a manual style timer. The EC will buy a programmable one after obtaining a couple of quotes.

8. House Rules

Phil has been updating the House Rules and these will be distributed to the EC for comment before being sent out.

9. Book Library

The book library is being used, which is really good to see, and Bob and Joanne will clean it out again in January. This will give anyone who would like to donate the chance to sort some books for the book library after the Christmas period.

10. Water Update

Phil reported that the cost per Kl for water has increased. ICON's next bill is due at the end of November. If we continue to use the same amount as last year then the water bill for the quarter ending 30 November will increase by about \$700.

11. Ongoing Committee Roles

Ash Gardner has advised that he is unable to continue as a member of the Executive Committee but will be happy to help out with working parties etc.

12. Other Business

Rob will send the defibrillator information to Whittles so that they can upload it to the website.

Phil has checked the contact list and will send out an updated version to all residents.

13. Next Meeting

The next meeting of the Executive Committee will be held on Monday, 20 January 2025 at Unit 17 (Phil and Jill Walker) starting at 4pm.

Attachment 1

Units Plan 622 – Finance Report to 31 October 2024

Combined bank account summary shown in ACT Strata website as at 4 November 2024

Administration Fund balance:	\$51,441.20 CR
	Outstanding balance \$0.30
Sinking Fund balance:	\$24,703.57 CR
	Outstanding balance \$15.70
Sinking Fund Term Deposit:	\$50,000.00 CR (transferred 30/8/23 – matures 25/8/25)
<i>Total all account balance:</i>	<i>\$126,144.77 CR</i>
<i>Note - \$16.00 has been billed but not received for Body Corporate fees as at 4/11/24</i>	

Consolidated Administration and Sinking Fund Bank Account movements 5 months to 31 October 2024

Balance at start	Deposits (CR)	Payments (DR)	Balance at end
1/6/24	\$645	\$10,240	28/6/24
\$76,442			\$66,848
29/6/24	\$2,065	\$2,144	31/7/24
\$66,848			\$66,768
1/8/24	\$42,251	\$30,908	30/8/24
\$66,768			\$78,111
1/9/24	\$2,152	\$1,195	30/9/24
\$78,111			\$79,068
1/10/24	\$258	\$2,511	31/10/24
\$79,815			\$76,815
<i>Totals:</i>	<i>\$47,371</i>	<i>\$46,998</i>	<i>5 months</i>
<i>1/6/24 to 31/10/24</i>			<i>Plus \$373</i>

Financial Year to date Income and Expenditure versus Budget – 5 months to 31 October 2024

Item	YTD Actual	YTD Budget	Variance	Last Year
Administration Fund				
Fund Income	\$41,088	\$41,073	\$15	\$37,914
Fund Expenditure	\$38,431	\$58,088	\$19,657	\$45,885
Surplus/Deficit	\$2,657	(\$17,015)	\$19,672	(\$7,971)
Sinking Fund				
Fund Income	\$4,363	\$1,947	\$2,415	\$1,950
Fund Expenditure	\$0	\$2,500	\$2,500	\$0
Surplus/Deficit	\$4,363	(\$553)	\$4,915	\$1,950

Notes to receipts and payments since last Committee Meeting on 19/8/24:

- All Body Corporate fees from last instalment due and payable on 15 August 2024 were received other than \$16 to Sinking Fund
- Interest received on Sinking Fund Term Deposit \$2413 – not budgeted this financial year
- The largest payments in the period 20/8/24 to 31/10/24 was:
 - Insurance \$25,305 on 21/8/24 (a saving of \$4,694 to budget)
 - Icon Water \$3,930 on 28/8/24
- Other payments are mainly the usual and budgeted Whittles management fee, and the contracted gardening payments of \$480 per fortnight with two additional \$200 sums for approved additional mulching on internal gardens.
- The large mulching of the Shackleton Circuit verge undertaken by our residents with the mulch purchased direct is a total sum of \$712 and will be reimbursed in November.
- The BC financial year is 1 June 2024 to 31 May 2025.

Consolidated Assets and Liabilities as at 31 October 2024 (i.e. combined Administration & Sinking Funds)

Total Assets: \$126,831 (includes the \$50,000 Term Deposit maturing on 25/8/25 at 4.8% interest pa)

Total Liabilities: \$2,795 (i.e. levies paid in advance)

Net Assets: \$124,036 (was \$114,381 at the same time in 2023)

**Our overall financial position is positive and strong, with the Body Corporate being able to pay all payments due.*

Unit Plan 622

Minutes of Executive Committee Meeting

Date: 19 August 2024

Location: Unit 18

Attendance:

Rob Smyth, Phil Walker, Lindy Gittoes, Ann Hobday, Chris Sloan,
Joanne Ellison

1. Apologies from Ash Gardner
2. The minutes from the last EC meeting were approved.
3. No matters arising from last meeting.
4. Finance Report.

Rob reported finances as at 19 August 2024 as below:

Administration Fund Balance: \$77,520

Sinking Fund Balance: \$21,955

Sinking Fund Term Deposit: \$50,000 CR

Total all account balance: \$149,475.62

There was no discussion on finances.

5. The minutes of the Annual General Meeting have been circulated.
6. Insurance Renewal.

Rob gave an update of the position with our body corporate insurances. The committee is pleased to advise that the insurance premium increase for the following year was not as high as the industry had suggested.

- Last year's premium (2023/24) was \$23,165.40
- This year's premium (2024/25) had a budgeted figure of \$30,000, but came in at \$25,305.41, effective 31 August 2024.

Five quotes have been obtained. They ranged from \$25,300 to \$45,000 with an Excess of between \$1,000 and \$2,000.

On your behalf we have accepted a quote from the same provider for the current year for the sum of \$25,305.41, with an unchanged excess of \$1,000 and an increased cover over all risks of 10% from 2023/24.

Allianz remains our underwriter. Whittles has confirmed that the premium has been paid.

Please note:

- *Residents are liable for their own house contents insurance.*
- *Residents are responsible for public liability insurance on their own land.*
- *Claimants will need to pay an excess of \$1,000 on any insurance claim made through the residents' UP622 insurance policy.*

7. Garden Update

Anne reported that the winter pruning has started. Some dead bushes need removing from in front of Units 10 and 11/12. There is also some new ground cover needed around the brick alcove.

Mulching:

There has been ongoing discussion regarding the mulch and spreading that is required under the shrubs facing Shackleton Circuit and other locations in the complex.

There are two main options available regarding the new much.

- A complete service, including delivery and spreading.
- Delivery of mulch and spreading to be done by residents on a voluntary basis.

However, the amount of mulch required is much more (two truck loads) than last time. There was some discussion regarding where to store the mulch (to store on ACT land requires complicated permission procedures) and whether we will have enough residents willing to volunteer for job.

Relevant quotes will be obtained.

Irrigation:

The irrigation system was discussed. Phil will get a new timer for the system. Also discussed was the need for the whole irrigation system to be checked and this is being looked into.

8. Maintenance Planning

Driveway lighting and driveway repairs:

- There was much discussion on the lighting issue with various new suggestions to make the driveways safer and easier to see at night. It is a safety issue so the executive committee is looking into possible solutions and Phil will get some quotes.
- Repairs to the driveway were also discussed and it was noted that concrete workers are just not interested in such a small job. There was some discussion about the possibility of repairs being handled by the residents. Phil will send out an email asking for volunteers.

General maintenance:

The brick alcove (opposite No. 3) needs cleaning and repainting. Are there any volunteers for this job?

9. House Rules

The house rules are being updated. The new version will make it clear that residents will need to pay the excess when making an insurance claim.

10. Defibrillator

There will be a familiarisation session about the Defibrillator shortly

after it is installed in the brick alcove. This will be presented by Ann Smyth on 21 September. Please meet at the alcove at 4pm. Further training will then continue at No. 18.

Please see the attachment for the defibrillator information. A video is also available on: <https://www.youtube.com/watch?v=WcV6Qcmzn04>

11. Book Library

The book library has been cleaned and cleared of old books. Bob took the old books to the Lifeline depot in Mitchell. Chris has suggested the Woden Seniors' Club as a possible alternative. Joanne suggested the books be cleared again in January, allowing for a holiday clean out.

12. Water Update

The water bill will come in at the end of August/early September and it is expected to be low.

13. Ongoing Committee Roles

The new committee is:

Rob Smyth and Phil Walker	Joint Chairpersons
Ann Hobday	Garden
Lindy Gittoes	Social
Chris Sloan	Committee Member
Joanne Ellison	Secretary
Ash Gardner	Committee Member

14. Other Business

Lindy asked about a Christmas get-together for No. 58. It will be held at No. 18 on Saturday, 23 November at 4pm. Further details will be sent.

15. Next Executive Committee Meeting

To be held at No. 18 on Monday, 11 November 2024.



EN-UK

HeartSine® samaritan® PAD

user manual

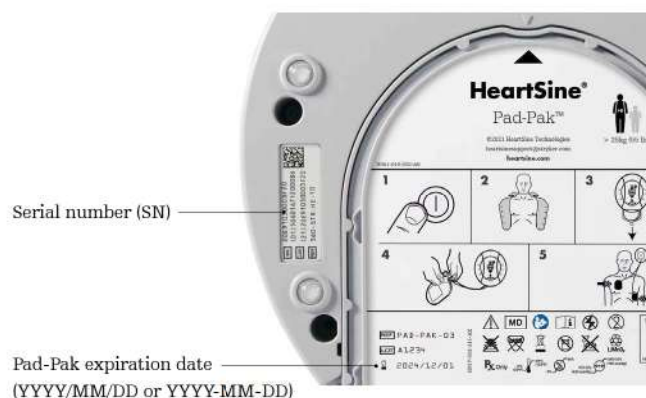
SAM 350P semi-automatic defibrillator

SAM 360P fully automatic defibrillator

SAM 500P semi-automatic defibrillator with CPR Advisor™



About your AED



Write information about your automated external defibrillator (AED) in this section.

Model

- ☐ HeartSine SAM 350P ☐ HeartSine SAM 360P
☐ HeartSine SAM 500P

Serial number

Pad-Pak expiration date _____

Date of purchase _____

Purchased from _____

Registration date _____

Customer support

For questions about your AED and its use, please contact our customer support team at heartsinesupport@stryker.com

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EN-UK

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Use of this manual

It is important that you read this manual carefully before using your HeartSine samaritan PAD. This manual is presented in support of any training you may have received. If you have any questions, contact your Authorised Distributor or HeartSine Technologies directly.

Intended use

Intended purpose

The HeartSine samaritan PAD family of AEDs is designed to automatically assess the patient's heart rhythm, advise and/or automatically deliver a defibrillation shock to victims of sudden cardiac arrest if required. The use of a HeartSine samaritan PAD defibrillator, to deliver the therapeutic electric shock across the heart, can stop the disruption to the heart's normal rhythm and restore blood-flow.

Indications for use

The HeartSine samaritan PAD 350P (SAM 350P), HeartSine samaritan PAD 360P (SAM 360P) and HeartSine samaritan PAD 500P (SAM 500P) each is used together with the Pad-Pak or Pediatric-Pak. Each is indicated for use on victims of cardiac arrest who are exhibiting the following signs:

- **Unconscious**
- **Not breathing**
- **Without circulation (without a pulse)**

Intended patient population

Each device is intended for use on patients greater than 8 years old or over 25 kg (55 lb) when used with the adult Pad-Pak (PAD-PAK-01, PAD-PAK-03, PAD-PAK-07). Each is intended for use on children between 1 and 8 years of age or up to 25 kg (55 lb) when used with the Pediatric-Pak (PAD-PAK-02, PAD-PAK-04). The device also is intended for use on patients on board commercial fixed-wing aircraft when used with the adult Pad-Pak (PAD-PAK-07) which is compliant to TSO/ETSO-certified requirements.

Contraindications for use

Do not use the HeartSine samaritan PAD to provide treatment if the patient is responsive or conscious.

Intended user

Each device is intended for use by personnel who have been trained in its operation.

Note: Each device is intended for use by lay personnel. Training on CPR and in the use of an AED is strongly recommended for users. However, in an emergency situation, the HeartSine samaritan PAD may be used by an untrained lay rescuer.

Clinical benefit

The clinical benefit of the HeartSine samaritan PAD used together with the Pad-Pak or Pediatric-Pak, is the delivery of a therapeutic shock to a patient in shockable sudden cardiac arrest in order to terminate cardiac arrest rhythm and promote the return of spontaneous blood-flow.



Warnings

Patients suitable for treatment

The HeartSine samaritan PAD has been designed to work on unconscious, nonresponsive patients. If the patient is responsive or conscious, do not use the HeartSine samaritan PAD to provide treatment.

The HeartSine samaritan PAD uses an interchangeable battery and electrode pack called Pad-Pak. The HeartSine samaritan PAD in combination with an adult Pad-Pak is suitable for use on patients of over 25 kg (55 lb) in weight or equivalent to a child of approximately 8 years old or over.

For use on smaller children (from 1 to 8 years old), remove the adult Pad-Pak and install a Pediatric-Pak. If a Pediatric-Pak or an alternative suitable defibrillator is not available, you may use an adult Pad-Pak.

If a pediatric patient is treated with an adult Pad-Pak, ignore the CPR Advisor feedback prompts provided. CPR Advisor is currently only intended to provide feedback on adult patients.

Do not delay treatment

Do not delay treatment trying to find out the patient's exact age and weight.

Risk of electric shock

The HeartSine samaritan PAD delivers therapeutic electrical shocks that can cause serious harm to either users or bystanders. Take care to ensure that no one touches the patient when a shock is to be delivered.

Do not open or repair

The HeartSine samaritan PAD has no serviceable parts. **Do not** open or repair the device under any circumstances as there could be danger of electric shock. If damage is suspected, immediately replace the HeartSine samaritan PAD.

Avoid explosive or flammable gases

The HeartSine samaritan PAD is safe to use with oxygen mask delivery systems. However, to avoid the risk of an explosion, it is strongly advised that you **do not** use the HeartSine samaritan PAD in the vicinity of explosive gases, including flammable anaesthetics or concentrated oxygen.

Do not touch the patient during analysis

Touching the patient during the analysis phase of treatment can cause interference with the analysis process. Avoid contact with the patient while the HeartSine samaritan PAD is analysing the patient. The device will instruct you when it is safe to touch the patient.

Fully automatic defibrillator (SAM 360P)

The SAM 360P is a fully automatic defibrillator. When required, it will deliver a shock to the patient WITHOUT user intervention.

CPR Advisor (SAM 500P)

CPR Advisor is intended for use on adult patients only. If a Pediatric-Pak is used, the CPR Advisor function is disabled. In this case, the rescuer is prompted to begin CPR in time with the metronome but receives no CPR Advisor feedback.

Warnings and cautions

Susceptibility to electromagnetic interference

Portable RF communications equipment (including peripherals such as antenna cables and external antennas) should not be used closer than 30 cm (12 in) to any part of the HeartSine samaritan PAD including cables specified by the manufacturer. Otherwise, degradation of the performance of this equipment could result.

Use of competitor or third-party products

Do not use HeartSine samaritan PAD, Pad-Pak or Pediatric-Pak with any competitor or third-party equivalent products. Use of electrical accessories, transducers and cables other than those specified or provided by HeartSine Technologies could result in increased electromagnetic emissions or decreased electromagnetic immunity of this equipment and result in improper operation.

Use of the device

Use of this HeartSine samaritan PAD adjacent to or stacked with other equipment should be avoided as it could result in improper operation. If such use is necessary, this HeartSine samaritan PAD and the other equipment should be observed to verify that they are operating normally.

Use with other medical equipment

Disconnect non-defibrillation protected electronic devices or medical equipment from the patient before using the HeartSine samaritan PAD.

Use with pacemakers

The presence of a pacemaker should not affect the functioning of the AED. However, to avoid damage to the pacemaker, it is recommended that the pads are placed at least 8 cm (3.1 in) away from a pacemaker. A noticeable lump with a surgical scar should indicate the location of an implanted device.¹

Incorrect use of AED

Incorrect use of AED could lead to incorrect analysis or incorrect therapy delivery resulting in failure to resuscitate, cardiac damage or injury.

Incorrect maintenance or storage of AED

Incorrect maintenance or storage of AED could lead to failure of the AED resulting in failure to resuscitate.



Cautions

Correct placement of electrode pads

Proper placement of the electrode pads is critical. You must strictly observe the instructions shown on pages 21-28 and on the device. Wrong placement or the presence of air, hair, fabric, surgical dressings or medicine patches between the pads and the skin could reduce defibrillation effectiveness or potentially cause skin burns. Slightly red skin after shock therapy is normal.

Do not use electrode pads if pouch is not sealed

The Pad-Pak and Pediatric-Pak are single-use items which must be replaced after each use or if the pouch that seals the electrode pads has been broken or compromised in any way. If you suspect that the Pad-Pak or Pediatric-Pak is damaged, replace it immediately.

Temperature range for operation

The HeartSine samaritan PAD, with its battery and electrodes, is designed to operate in the temperature range of 0°C to 50°C (32°F to 122°F). Use of the device outside of this range may cause the device to malfunction.

Ingress protection

The HeartSine samaritan PAD has an IP56 rating against dust and sprays of water. However, the IP56 rating does not cover the immersion of any part of the HeartSine samaritan PAD in water or any type of fluid. Contact with fluids may seriously damage the device or cause fire or a shock hazard.

Prolonging battery life

Do not turn on the device unnecessarily as this may reduce the standby life of the device. Standby storage outside the range of 0°C to 50°C (32°F to 122°F) may decrease the shelf-life of the Pad-Pak.

Operator training

The devices are intended for use by personnel who have been trained in their operation.

Note: The devices are intended for use by lay personnel. Training on CPR and in the use of an AED is strongly recommended for users. However, in an emergency situation, the HeartSine samaritan PAD may be used by an untrained lay rescuer

Regular maintenance

Check the device periodically. See Maintenance on page 32.

Correct disposal of the device

Dispose of the device in accordance with your national or local regulations, or contact your Authorised Distributor for assistance. Please follow the steps provided in After using the HeartSine samaritan PAD on page 29.

Compliance with local regulations

Check with the relevant local government health department for information about any requirements associated with ownership and use of a defibrillator in the region where it is to be used.

Symbols

The following symbols are used in this manual:

 **WARNING:** WARNING STATEMENTS DESCRIBE CONDITIONS OR ACTIONS THAT CAN RESULT IN DEATH OR SERIOUS INJURY

 **CAUTION:** Caution statements describe conditions or actions that can result in minor injury or damage to the AED

Note: Notes contain important additional information about using the AED

1. Panchal R, Bartos JA, Cabañas JG, et al. Part 3: Adult Basic and Advanced Life Support 2020 American Heart Association Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care. *Circulation*. 2020;142(suppl 2):S366–S468.

Overview

Sudden cardiac arrest

Sudden cardiac arrest (SCA) is a condition in which the heart suddenly stops pumping blood effectively due to a malfunction of the heart's electrical system. Often victims of SCA have no prior warning signs or symptoms. SCA also can occur in people with previously diagnosed heart conditions. Survival from SCA depends on immediate and effective cardiopulmonary resuscitation (CPR).

The use of an external defibrillator within the first few minutes of a collapse can greatly improve a patient's chance of survival. Heart attack and SCA are not the same, though sometimes a heart attack can lead to an SCA. If you are experiencing symptoms of a heart attack (chest pain, pressure, shortness of breath, tight feeling in the chest or elsewhere in the body), immediately seek medical attention.

Sinus rhythm and ventricular fibrillation

The normal heart rhythm, known as sinus rhythm, creates electrical activity resulting in coordinated contraction of the heart muscle. This generates normal blood flow around the body.

Ventricular fibrillation (V-fib or VF) is a condition in which there is uncoordinated contraction of the heart muscle, making it quiver rather than contract properly. Ventricular fibrillation is the most commonly identified arrhythmia in SCA patients. In victims of SCA it is possible to re-establish normal sinus rhythm by means of an electric shock across the heart. This treatment is called defibrillation.

Ventricular tachycardia

Ventricular tachycardia (VT) is a type of tachycardia (rapid heartbeat) that arises from improper electrical activity of the heart. VT starts in the bottom

chambers of the heart, called the ventricles. Although there are many different types of VT, this arrhythmia can be potentially life-threatening if the patient presents with no pulse and is unresponsive. If not treated with immediate defibrillation VT may lead to other arrhythmias.

Treatment by AED

It is a common misconception that CPR alone and calling emergency services is enough. CPR is a temporary measure that maintains blood flow and oxygen to the brain. CPR alone will not return a heart to a normal rhythm during VF or VT. The key to survival is defibrillation – and the sooner the better.

Defibrillation is a common treatment for life-threatening arrhythmias, mainly ventricular fibrillation. Defibrillation consists of delivering an electrical shock to the heart with a device called a defibrillator. This restores normal heart muscle contractions and allows normal sinus rhythm to be restored by the body's natural pacemaker in the heart.

The HeartSine samaritan PAD uses the HeartSine samaritan ECG arrhythmia analysis algorithm. This algorithm will evaluate the patient's ECG to ascertain if a therapeutic shock is appropriate. If a shock is required, the HeartSine samaritan PAD will charge and advise the user to press the shock button (SAM 350P/500P) or will automatically deliver a shock (SAM 360P). If no shock is advised, the device will pause to allow the user to deliver CPR.

It is important to note that cardiac defibrillators, like the HeartSine samaritan PAD, will not administer a shock unless a lifesaving shock is required.

Introduction

EN-UK

This manual provides instructions for the following models of the HeartSine samaritan PAD:

HeartSine samaritan PAD 350P (SAM 350P)

HeartSine samaritan PAD 360P (SAM 360P)

HeartSine samaritan PAD 500P (SAM 500P)

About the HeartSine samaritan PAD

The HeartSine samaritan PAD family of AEDs is designed to quickly deliver a defibrillation shock to victims of sudden cardiac arrest (SCA). Each HeartSine samaritan PAD is designed to operate in accordance with the current joint European Resuscitation Council (ERC) and American Heart Association (AHA) guidelines on Cardiopulmonary Resuscitation (CPR) and Emergency Cardiovascular Care (ECC).

While all of the HeartSine samaritan PAD models are very similar in use, there are distinct differences between the models as shown in Table 1 below.

The SAM 350P is a semi-automatic defibrillator, the SAM 360P is a fully automatic defibrillator and the SAM 500P is a semi-automatic defibrillator with integrated CPR Advisor.



WARNING: SAM 360P IS A FULLY AUTOMATIC DEFIBRILLATOR. WHEN REQUIRED, IT WILL DELIVER A SHOCK TO THE PATIENT WITHOUT USER INTERVENTION

CPR metronome

When the HeartSine samaritan PAD instructs you to perform CPR, you will hear an audible beep and see the safe to touch indicator flash at a rate compliant to the latest ERC/AHA guidelines. This feature, referred to as the CPR metronome, will guide you to the rate at which to compress a patient's chest during CPR.

Table 1. HeartSine samaritan PAD AEDs

Feature	SAM 350P	SAM 360P	SAM 500P
Shock delivery	Semi-automatic	Fully automatic	Semi-automatic
Four-year electrode and battery life	✓	✓	✓
Audible and visual indicators	✓	✓	✓
CPR coaching with metronome	✓	✓	✓
CPR Advisor			✓
Pediatric use-compatible (with Pediatric-Pak)	✓	✓	✓*

* If a Pediatric-Pak is used, the CPR Advisor function is disabled.

Introduction

CPR Advisor (SAM 500P)

When providing CPR treatment to a victim of sudden cardiac arrest, it is vital the chest compressions are of a good quality. If the quality of the CPR provided is good, the chances of successfully resuscitating a patient are greatly increased.

Research has demonstrated that non-professional responders regularly provide ineffective CPR due to inexperience.

The SAM 500P with CPR Advisor provides feedback to the rescuer on the force and rate of the CPR they are providing to the victim. The SAM 500P uses impedance cardiogram measurements to analyse the force and rate of compressions and provide the user with instruction to push harder, push faster or push slower, or to continue to provide compressions according to the ERC/AHA resuscitation guidelines.

The SAM 500P uses both audible and visual feedback to give the responder instruction on CPR force and rate. Refer to Technical data in Appendix C on page C-11.



WARNING: THE CPR ADVISOR FUNCTION IS INTENDED FOR USE ON ADULT PATIENTS ONLY. IF A PEDIATRIC-PAK IS USED, THE CPR ADVISOR FUNCTION IS DISABLED. IN THIS CASE, THE RESCUER IS PROMPTED TO BEGIN CPR IN TIME WITH THE METRONOME BUT RECEIVES NO CPR ADVISOR FEEDBACK

Recommended training

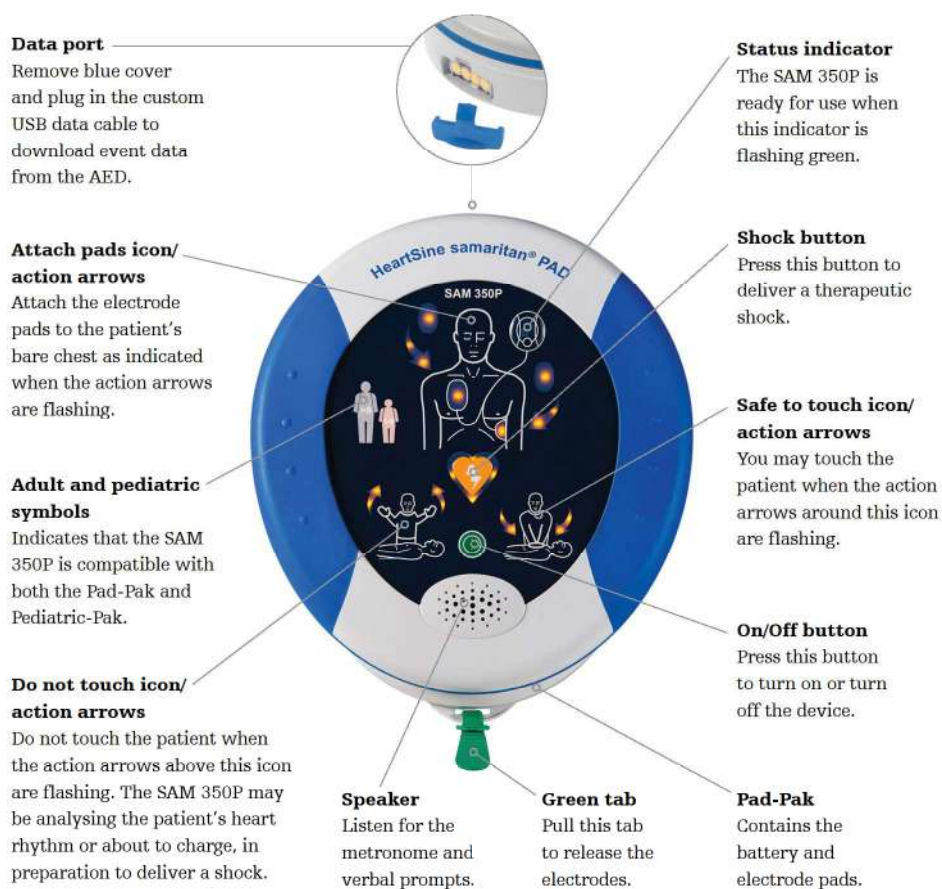
SCA is a condition requiring immediate emergency medical intervention. Due to the nature of the condition, this intervention can be performed before seeking the advice of a physician.

The devices are intended for use by personnel who have been trained in their operation.

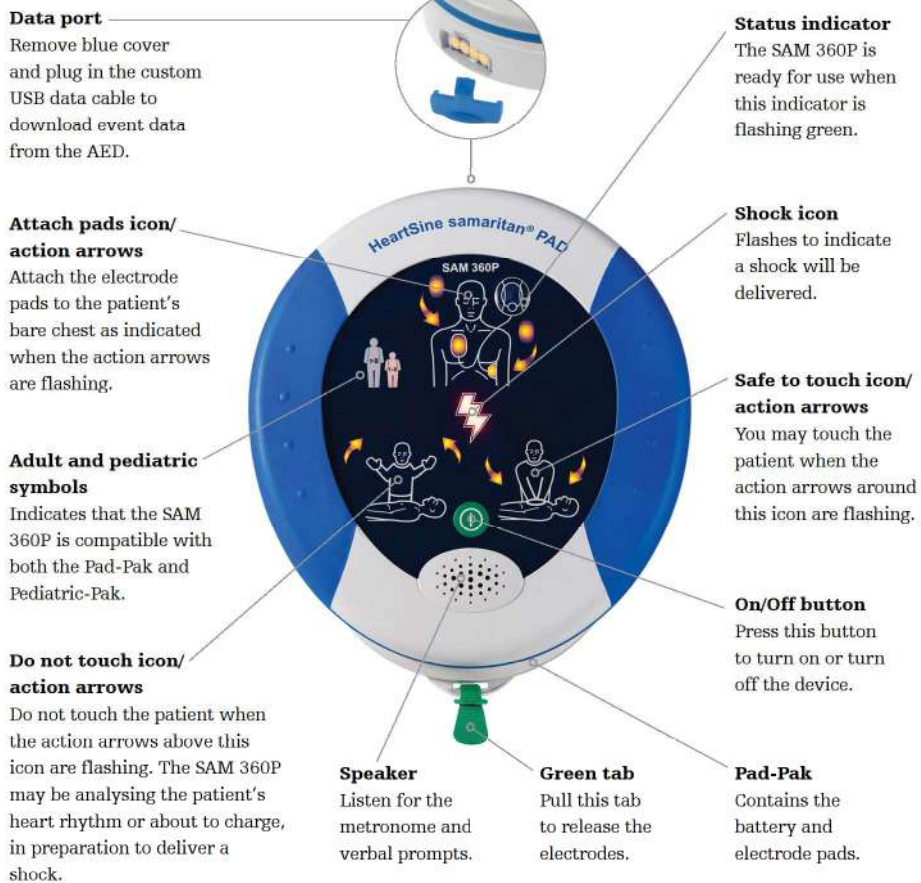
Note: The devices are intended for use by lay personnel. Training on CPR and in the use of an AED is strongly recommended for users. However, in an emergency situation, the HeartSine samaritan PAD may be used by an untrained lay rescuer

If potential users of the HeartSine samaritan PAD are not trained in these techniques, contact your Authorised Distributor or HeartSine Technologies directly. Either can arrange for training to be provided. Alternatively contact your local government health department for information on certified training organisations in your area.

SAM 350P layout



SAM 360P layout



SAM 500P layout

Data port

Remove blue cover and plug in the custom USB data cable to download event data from the AED.

Attach pads icon/action arrows

Attach the electrode pads to the patient's bare chest as indicated when the action arrows are flashing.

Adult and pediatric symbols

Indicates that the SAM 500P is compatible with both the Pad-Pak and Pediatric-Pak.

CPR Advisor icon

Provides visual indication on the force and rate of chest compressions during CPR.

Safe to touch icon/action arrows

You may touch the patient when the action arrows around this icon are flashing.

Speaker

Listen for the metronome and verbal prompts.

Green tab

Pull this tab to release the electrodes.

Status indicator

The SAM 500P is ready for use when this indicator is flashing green.

Shock button

Press this button to deliver a therapeutic shock.

Do not touch icon/action arrows

Do not touch the patient when the action arrows above this icon are flashing. The SAM 500P may be analysing the patient's heart rhythm or about to charge, in preparation to deliver a shock.

On/Off button

Press this button to turn on or turn off the device.

Pad-Pak

Contains the battery and electrode pads.



Set-up

Unpacking

Verify that the contents include the HeartSine samaritan PAD, carry case, Pad-Pak, user manual, and warranty registration card.

Pad-Pak

A Pad-Pak is a single-use removable cartridge that includes the battery and electrode pads in a single unit. The Pad-Pak is available in two versions¹:

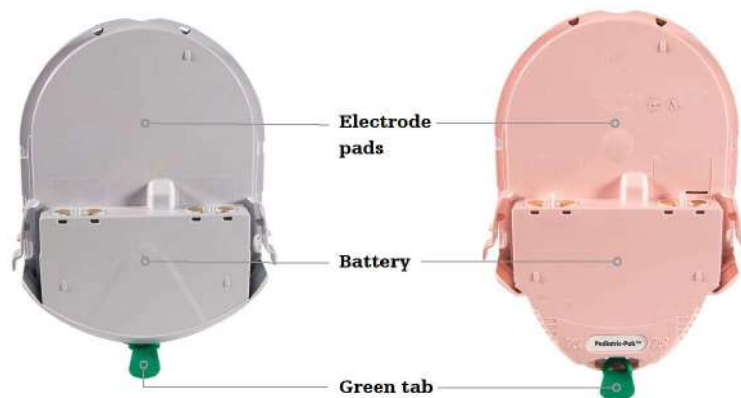
1. Pad-Pak (grey colour shown in Figure 1) for use on patients weighing over 25 kg (55 lb), or equivalent to a child of approximately 8 years of age or older.

2. The optional Pediatric-Pak (pink colour shown in Figure 2) for use on smaller children (from 1 to 8 years old and weighing under 25 kg (55 lb)).

⚠ WARNING: DO NOT DELAY TREATMENT TRYING TO DETERMINE THE PATIENT'S EXACT AGE AND WEIGHT

Figure 1. Adult Pad-Pak

Figure 2. Pediatric-Pak



¹ The Pad-Pak also is available in a TSO/ETSO-certified version for use on commercial fixed-wing aircraft.

Putting the HeartSine samaritan PAD into service

Follow these steps to place your HeartSine samaritan PAD into service:

1. Check the expiration date (YYYY/MM/DD or YYYY-MM-DD) on the rear of the Pad-Pak (see Figure 3). If the expiration date has passed, do not use and immediately replace the expired Pad-Pak.

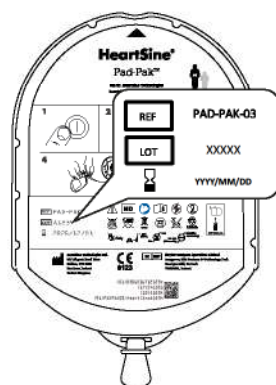


Figure 3. Expiration date

2. Unpack the Pad-Pak and retain the packaging in case you need to return the Pad-Pak to HeartSine Technologies.
3. Place the HeartSine samaritan PAD face up on a flat surface and slide the Pad-Pak into the HeartSine samaritan PAD (see Figure 4) until you hear the “double click” to indicate that the tabs on the right and left sides of the Pad-Pak are fully engaged.

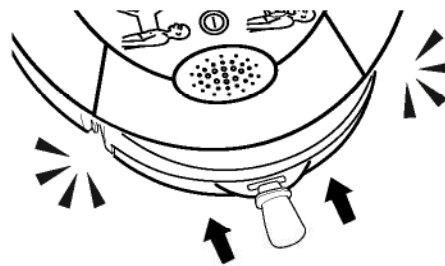


Figure 4. Inserting a Pad-Pak

4. Record the serial number for the AED, the expiration date for the Pad-Pak and other information about your AED in the space provided on the inside front cover of this manual.
5. Verify that the green Status indicator (see the layout for your model on pages 10-13) is blinking to indicate the initial self-test routine has been performed and the device is ready for use.
6. Press the On/Off button (1) to turn on the HeartSine samaritan PAD. Listen for, but do not follow, the voice prompts to ensure that no warning messages are played and that the device prompts are in the expected language.



CAUTION: Do not pull the green tab on the Pad-Pak at this time. If you have pulled the tab and opened the electrode drawer, you may need to replace your Pad-Pak

Set-up



CAUTION: Only turn on the HeartSine samaritan PAD ONCE. If you turn it on and off repeatedly, you will deplete the batteries prematurely and may need to replace the Pad-Pak

7. Press the On/Off button  to turn off the HeartSine samaritan PAD. Verify that the status indicator is flashing green. If you have not heard a warning message and the status indicator continues to flash green, the device is ready for use.
8. Place the HeartSine samaritan PAD in its supplied soft carry case. Store the HeartSine samaritan PAD where it will be seen and heard in an unobstructed, secure location in a **clean, dry environment**. Store the HeartSine samaritan PAD out of reach of small children and pets. Be sure to store the device according to the environmental specifications (see Technical data in Appendix C on page C-1).



CAUTION: HeartSine Technologies recommends that you store a spare Pad-Pak with your HeartSine samaritan PAD in the rear section of the soft carry case



CAUTION: By default the device should be stored with an adult Pad-Pak installed and, if needed, change to a Pediatric-Pak for a child patient

9. Register online, or complete the warranty registration card and return it to your Authorised Distributor or HeartSine Technologies directly (see Tracking requirements on page 31).
10. Create a service schedule (see Maintenance on page 32).

Preparation checklist

Following is a checklist of the steps required to set up your HeartSine samaritan PAD:

- ☐ **Step 1.** Check the Pad-Pak expiration date.
- ☐ **Step 2.** Install the Pad-Pak and check for a green status indicator.
- ☐ **Step 3.** Record information about your AED on the inside front cover of this user manual.
- ☐ **Step 4.** Turn on the HeartSine samaritan PAD to check operation.
- ☐ **Step 5.** Turn off the HeartSine samaritan PAD.
- ☐ **Step 6.** Store the HeartSine samaritan PAD in a clean, dry environment at 0°C to 50°C (32°F to 122°F).
- ☐ **Step 7.** Register your HeartSine samaritan PAD.
- ☐ **Step 8.** Create a service schedule. (See Maintenance on page 32.)

Using the HeartSine samaritan PAD

EN-UK

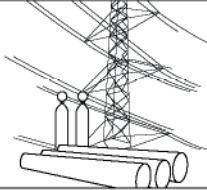
Using the HeartSine samaritan PAD

Follow these steps to use your AED, which will provide you with step-by-step voice prompts. For a full list of voice prompts for your device see Voice prompts in Appendix D.

Note: Follow the same instructions for patients who are or may be pregnant



CAUTION: Once a non-shockable rhythm is detected, the HeartSine samaritan PAD will end its ready to shock condition if it had previously decided to shock

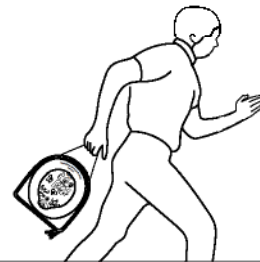
1. Remove danger	
• If necessary, move the patient to a safe location, or remove any source of danger	
2. Check for a response	
• If the patient is non-responsive, shake the patient by the shoulders while speaking loudly • If the patient becomes responsive, do not use the AED	
3. Check for airway	
• Check that the patient's airway is not blocked, using a head-chin tilt if necessary	

4. Call for medical assistance



5. Get the AED

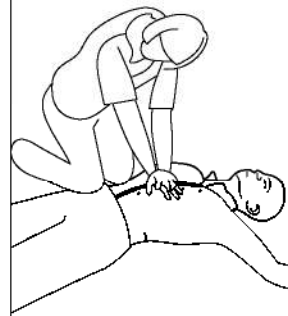
- Ask others nearby to get the AED



6. Begin CPR (until AED arrives)

While waiting for the AED, begin CPR

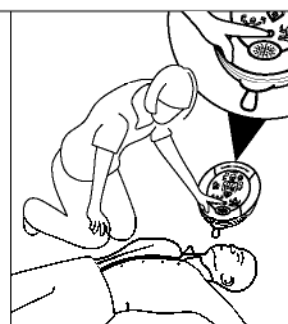
- Push hard between 5 to 6 cm (2 to 2.4 inches) deep
- Push fast at a rate of between 100 and 120 compressions per minute
- If you feel able to give rescue breaths perform 30 compressions followed by two rescue breaths



Using the HeartSine samaritan PAD

7. Press the On/Off button to turn on the AED and follow the voice directions

- Kneel next to the patient.
- Place the AED on the floor next to you
- Press the On/Off button to turn on AED
- Listen for the voice prompts and follow the directions

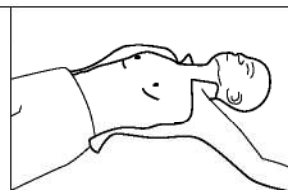
**8. Defibrillation therapy**

Defibrillation therapy is tailored depending on whether a Pad-Pak or Pediatric-Pak is installed

- If the patient is under 25 kg (55 lb) or 8 years of age, remove the Pad-Pak, insert a Pediatric-Pak and press the On/Off button again (see Pediatric-Pak on page 25)
- If a Pediatric-Pak is not available, you may use the Pad-Pak

**9. Expose and dry chest area**

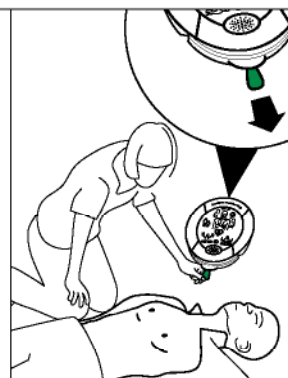
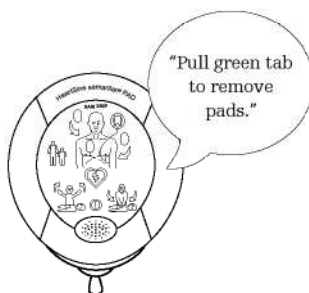
- Remove clothing to expose the patient's bare chest, removing any metal (bras or jewellery) where possible from the pad placement area
- Cut the clothing with scissors, if needed
- If patient's upper body is wet or clammy, dry the chest area
- If patient has a lot of chest hair, use a razor to quickly shave the hair where the pads will be placed



Using the HeartSine samaritan PAD

10. Pull the green tab

- Pull the green tab to remove the electrode pad pouch from the AED

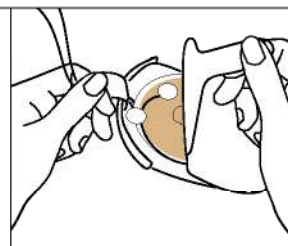


11. Open the electrode pouch

- With both thumbs on the foil tabs, open the foil to release the pads

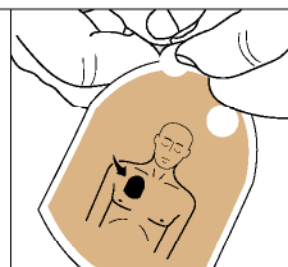


WARNING: DO NOT USE THE PADS IF POUCH IS OPENED OR DAMAGED; IMMEDIATELY REPLACE THE PAD-PAK



12. Peel first pad from liner

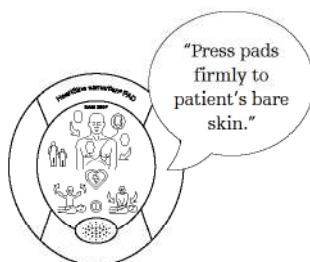
- With both thumbs on the white and clear round tabs, peel the first pad from the plastic liner



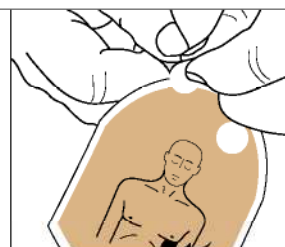
13. Place first pad

- Place the first pad as shown in picture
- For a patient over 8 years of age or weighing over 25 kg (55 lb), apply the first electrode pad firmly to the patient's bare chest, vertically as shown in picture
- For a patient under 8 years of age or weighing less than 25 kg (55 lb), you can place one electrode pad on the centre of the chest and the other on the centre of the back (Refer to pages 27-28 for detailed instructions for electrode pad placement)

Note: If you are placing pads on a patient with a pacemaker, do not place pads on top of the implant, which you will see as a lump in the skin or a scar. Make sure the pads are placed at least 8 cm (3.1 inches) away from the pacemaker

**14. Peel second pad from liner**

- With both thumbs on the white and clear round tabs, peel the second pad from the plastic liner



15. Place second pad

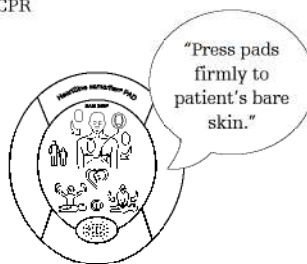
- For a patient over 8 years of age or weighing over 25 kg (55 lb), apply the second electrode pad firmly to the patient's bare chest, horizontally on the rib cage as shown in picture
- For a patient under 8 years of age or weighing less than 25 kg (55 lb), you can place one electrode pad on the centre of the chest and the other on the centre of the back (Refer to pages 27-28 for detailed instructions for electrode pad placement)

⚠ WARNING: PADS SHOULD BE AT LEAST 1 INCH APART AND NEVER TOUCHING ONE ANOTHER

Note: On a large-breasted patient, place the pad on the patient's left to the side of or underneath the left breast, avoiding breast tissue

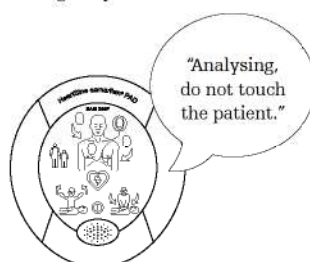
After you have placed pads on the patient's chest, if you continue to hear "Check pads. Press pads firmly to patient's bare skin," check that:

- Pads are placed correctly as shown in the pictures
- Pads are not touching and at least 2.5 cm (1 inch) apart
- Entire surface of each pad is stuck to bare skin
- If the chest is hairy, shave the chest
- If the chest is wet, dry the chest
- Ensure the Pad-Pak has not expired, and is correctly inserted into the device
- If the message continues, seek an alternative defibrillator and continue CPR

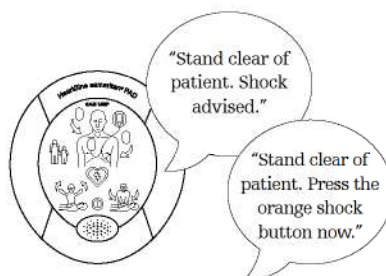


16. Do not touch the patient

- When you hear "Analysing, do not touch the patient," make sure no one is touching the patient

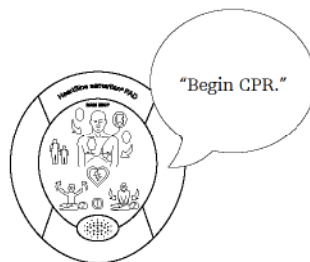
**17. If a shock is needed, stand clear and press the shock button (as directed)**

- When you hear "Stand clear of patient. Shock advised," lean away from the patient as directed
- On the SAM 350P/SAM 500P, when you hear "Stand clear of patient. Press the orange shock button now," press the flashing orange shock button to deliver a shock
- If you are using SAM 360P, the AED will automatically deliver the shock after a verbal 3, 2, 1 countdown



18. Begin CPR when directed

- When you hear "Begin CPR," begin CPR on the patient
- Place overlapping hands in the middle of the patient's chest
- With your arms straight, press down hard and quickly in time with the beat
- Continue CPR until the AED tells you to stop When using SAM 500P follow the CPR Advisor prompts (Refer to CPR Advisor)



19. Continue to follow the directions until help arrives

Follow the directions, that may include providing additional shocks, until:

- Patient begins breathing normally or is conscious
- or
- Medical help arrives

When emergency services tell you:

- Press the On/Off button to turn off the AED
- Remove the pads and stick pads together, with the sticky sides stuck to one another
- For instructions on disposing of the used Pad-Pak and electrode pads, see page 30



Pad-Pak and Pediatric-Pak

EN-UK

About Pad-Pak and Pediatric-Pak

The Pad-Pak and Pediatric-Pak are the single use battery and electrode cartridges used with the HeartSine samaritan PAD. Defibrillation therapy is tailored depending on whether a Pad-Pak or Pediatric-Pak is inserted.

Intended purpose

The Pad-Pak or Pediatric-Pak accessory contains the battery to power the HeartSine samaritan PAD and two electrode pads to provide the electrical connection to the patient's chest for delivery of defibrillation shock. The delivery of a defibrillation shock can stop disruption to the heart's normal rhythm and restore blood flow.

The Pad-Pak and Pediatric-Pak contain one set of disposable defibrillation pads and a LiMnO₂ (18V – 1500mAh) non-rechargeable battery. The Pad-Pak and Pediatric-Pak options are listed in Table 2 below.

It is recommended that the HeartSine samaritan PAD be stored with an Adult Pad-Pak inserted and that a spare Pad-Pak and Pediatric-Pak be stored in the carry case or nearby. The stored Pad-Pak or Pediatric-Pak should remain in the protective plastic pouch until use.

Note: When you switch on your HeartSine samaritan PAD with a Pediatric-Pak inserted you should hear the voice prompt "Child patient"

Note: The Pediatric-Pak contains a magnetic component (surface strength 6500 gauss). Avoid storage next to magnetically sensitive storage media



WARNING: DO NOT USE IF THE PAD-PAK OR PEDIATRIC-PAK IS OPENED OR DAMAGED. THIS MAY RESULT IN THE ELECTRODE GEL BEING DRY. THE ELECTRODES ARE SEALED IN A PROTECTIVE FOIL AND SHOULD ONLY BE OPENED DURING USE. IF DAMAGED, REPLACE IMMEDIATELY

Table 2. Comparing Pad-Pak and Pediatric-Pak

Feature	Pad-Pak	Pediatric-Pak	Aviation Pad-Pak (T50/ET50-certified)
Colour	Grey	Pink	Grey (with aircraft symbol)
Intended patient age and weight	Adult and children > 8 years or > 25 kg (55 lb)	Children 1 – 8 years or < 25 kg (55 lb)	Adult and children > 8 years or > 25 kg (55 lb)
Energy	Shock 1: 150 J Shock 2: 150 J Shock 3: 200 J	Shock 1: 50 J Shock 2: 50 J Shock 3: 50 J	Shock 1: 150 J Shock 2: 150 J Shock 3: 200 J
Use on aircraft	No	No	Yes: commercial fixed wing

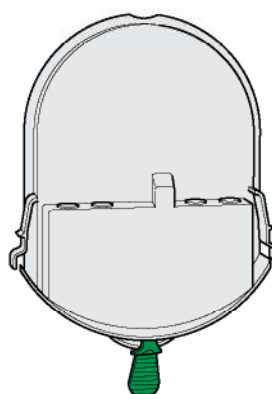
Pad-Pak and Pediatric-Pak

 **WARNING:** NOT FOR USE ON PATIENTS UNDER 1 YEAR OLD

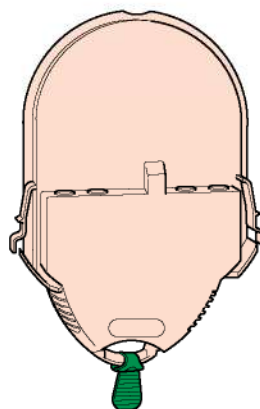
 **WARNING: DO NOT** DELAY THERAPY IF YOU ARE UNSURE OF THE EXACT AGE OR WEIGHT. IF THE PEDIATRIC-PAK IS UNAVAILABLE, YOU MAY USE THE PAD-PAK

 **CAUTION:** Pad-Pak and Pediatric-Pak are single use only. Reuse may cause the AED to be unable to deliver therapy leading to a failure to resuscitate. It may also lead to cross-infection between patients

Adult Pad-Pak



Pediatric-Pak



Electrode placement

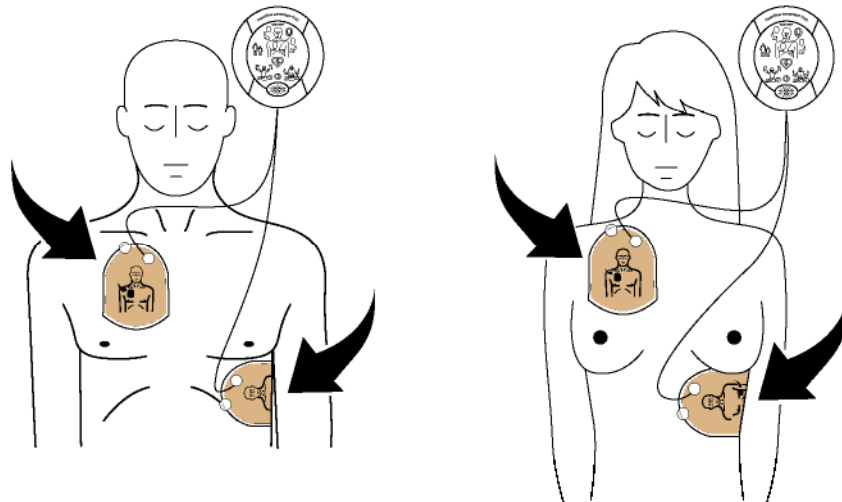
EN-UK

Adult placement

For a patient over 8 years of age or weighing over 25 kg (55 lb), place the electrodes on the patient's BARE chest as shown in Figure 5.

In large-breasted individuals, place the left electrode pad lateral to or underneath the left breast, avoiding breast tissue.

Figure 5.



Electrode placement

Pediatric placement

For pediatric patients, there are two options for electrode placement: anterior-posterior and anterior-lateral.

Pad placement for children

If a child's chest is large enough to permit at least a 2.5 cm (1 in) gap between the electrode pads, OR if trauma does not allow for placement on the back, the pads can be placed according to the adult anterior-lateral placement. Place electrode pads on patient's BARE chest as shown in Figure 6.

Figure 6. Anterior-Lateral



WARNING: ELECTRODE PADS MUST BE AT LEAST 2.5 CM (1 IN) APART AND SHOULD NEVER TOUCH ONE ANOTHER

Pad placement for smaller children

If a child's chest is small, it may be necessary to place one electrode pad in the centre of the child's BARE chest, and the other electrode pad in the centre of the ribcage on the child's BARE back as shown in Figure 7.

Figure 7. Anterior-Posterior



Cleaning the HeartSine samaritan PAD

1. Remove the electrode pads from the patient and stick the pads together face to face. The electrodes may be contaminated with human bodily tissue, fluid or blood so dispose of the electrodes separately as infectious waste material.
2. The Pad-Pak is a single-use item that contains lithium batteries. Replace the Pad-Pak after each use. With the HeartSine samaritan PAD placed face up on a flat surface, squeeze the two tabs on the sides of the Pad-Pak and pull to remove it from the HeartSine samaritan PAD. The Pad-Pak will slide forward (see Figure 8).

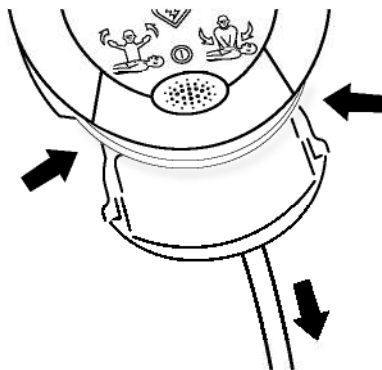


Figure 8. Removing the Pad-Pak

3. Check the HeartSine samaritan PAD for dirt or contamination. If necessary, clean the device using a soft cloth dampened by one of the following:

- Soapy water
- Isopropyl alcohol (70% solution)



CAUTION: Do not immerse any part of the HeartSine samaritan PAD in water or any type of fluid. Contact with fluids may seriously damage the device or cause a fire or a shock hazard



CAUTION: Do not clean the HeartSine samaritan PAD with abrasive materials, cleaners or solvents

4. Check the HeartSine samaritan PAD for damage. If the AED is damaged, replace it immediately.
5. Install a new Pad-Pak. Before installing the Pad-Pak, check the expiration date (see Set-up on page 15). After installation, confirm that the status indicator is blinking green.
6. Report the use of the HeartSine samaritan PAD to HeartSine Technologies or your Authorised Distributor. (See back cover for contact details.)

Downloading and submitting event information

HeartSine Saver EVO software lets you manage the event data after your HeartSine samaritan PAD is used. You can provide this data, if requested, to a patient's doctor, and/or use it to obtain a free Pad-Pak if you have an eligible event.

This software can be downloaded from our website at no extra cost:

uk.heart sine.com/saverevo

In addition to Saver EVO, the optional USB data cable (PAD-ACC-02) is required to download event data. Contact your Authorised Distributor or Stryker representative directly to obtain the data cable or with questions about downloading and using Saver EVO.

1. Connect the USB data cable to the data port on the HeartSine samaritan PAD (see Figure 9).
2. Connect the USB connector on the data cable to a PC.

Note: The HeartSine samaritan PAD should only be connected to an IEC 60950-1 or IEC 62368-1 certified PC.

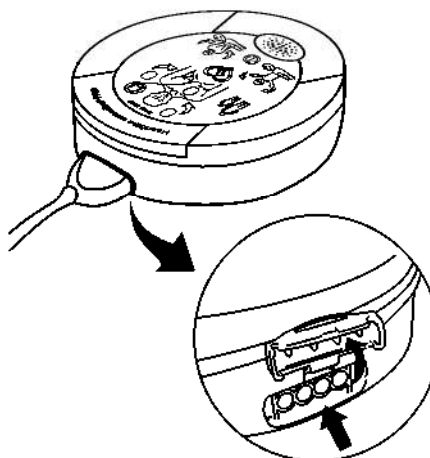
3. Install and launch the HeartSine Saver EVO software.
4. Follow the instructions provided in the Saver EVO manual to save or erase the event data on your HeartSine samaritan PAD.
5. Upload the Saver EVO file on the HeartSine Technologies website.

For further information on managing the event data on your HeartSine samaritan PAD, contact your Authorised Distributor or HeartSine Technologies directly.

Disposal

The Pad-Pak and Pediatric-Pak contain lithium batteries and cannot be disposed of in normal waste. Dispose of each at an appropriate recycling facility according to your local requirements. Alternatively return the Pad-Pak or Pediatric-Pak to your Authorised Distributor for disposal or replacement.

Figure 9. USB data port



Tracking requirements

Medical device regulations require HeartSine Technologies to track the location of each HeartSine samaritan PAD AED, Pad-Pak, and Pediatric-Pak sold. Therefore, it is important that you register your device, either using our on-line registration tool at:

uk.heartsine.com/register

Or by completing the HeartSine samaritan PAD warranty registration card and returning it to your Authorised Distributor or HeartSine Technologies directly. As an alternative to the card and on-line registration tool, you may send an email to:

heartsinesupport@stryker.com

The email should contain the following information:

- Name
- Address
- Device serial number

If there is a change in the information you have provided to us, such as a change of address or ownership of your HeartSine samaritan PAD, provide the updated information to us via email or the online registration tool.

When you register your AED, we will contact you with any important notifications about the HeartSine samaritan PAD, such as software updates or field safety corrective actions.

Maintenance

HeartSine AEDs do not require any servicing or testing as the devices are designed to perform a weekly self-test. However, HeartSine Technologies recommends users perform regular maintenance checks, which include the following:

Weekly

- ❑ Check the status indicator. The HeartSine samaritan PAD performs a self-test routine at midnight GMT every Sunday. During this self-test the status light blinks red but returns to green upon successful completion of the self-test routine. If the status indicator is not flashing green every 5 to 10 seconds or if the status indicator is flashing red or you hear continuous beeping, a problem has been detected. (See Figures 10-12, and Troubleshooting in Appendix B on page B-1.)

Monthly

- ❑ If the device shows any signs of physical damage, contact your Authorised Distributor or HeartSine Technologies directly.
- ❑ Check the expiration date of the Pad-Pak (see Set-up on page 15 for the location of the date). If the date has expired, or is near expiration, immediately replace the Pad-Pak or contact your Authorised Distributor for a replacement.
- ❑ If you hear a warning message when you turn on your HeartSine samaritan PAD or if, for any reason, you suspect that your HeartSine samaritan PAD is not working properly, consult Troubleshooting in Appendix B.

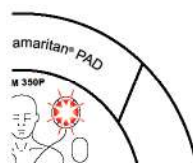


Figure 10. Flashing red light and/or beeping; See Troubleshooting in Appendix B.

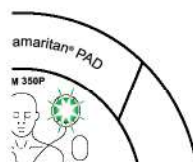


Figure 11. Flashing green LED; no action required.

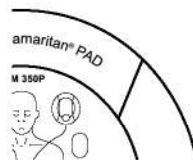


Figure 12. No status indicator light; See Troubleshooting in Appendix B.

Testing with simulators and manikins

HeartSine AEDs cannot be tested using industry-standard simulators and manikins.

Appendix A Symbols

EN-UK

	On/Off		Consult operating instructions		Distributor
	Single use item; do not re-use		Medical device		Date of Manufacture; YYYY-MM-DD
	A-Recyclable		Pressure limitations		Temperature limitation as indicated
	Non-rechargeable battery		Humidity limitations		Expiration date for Pad-Pak; YYYY-MM-DD
	Do not short circuit battery		Catalogue number		Dispose of in accordance with country requirements
	Do not crush battery		Unique device identification		Do not use if package is damaged and consult instructions for use
	Refer to instruction manual		Battery and electrodes		Serial number; 14 digit, for example, "22D90000001AYY" where the last three characters denote month (single letter) and year of manufacture (2-digit number), A = January, B = February...and 22 = year
	Caution		Ingress protection classified as IP56 according to EN 60529		
	Insert Pad-Pak this way		Automated external defibrillator	Automated external defibrillator: with respect to electrical shock, fire and mechanical hazards only in accordance with: • AAMI ES60601-1:2005/ (R)2012 • CAN/CSA-C22.2 No. 60601-1:14/(R)2018 • IEC 60601-1 Ed 3.1 (2012) • IEC 60601-2-4:2010/AMD1:2018	
	Manufacturer		Defibrillation protected, Type BF connection		
	Non-sterile		Do not incinerate or expose to high heat or open flame		
	Lot number		Not made with natural rubber latex		

Appendix B Troubleshooting

Indication	Solution
Flashing red status indicator/continual beeping, or no status indicator light is lit	Check the expiration date on your Pad-Pak (see Set-up on page 15). If the expiration date has passed, immediately replace the Pad-Pak. If the expiration date has not passed, press the On/Off button  on the face to turn on the HeartSine samaritan PAD and listen for the voice prompt "Call for medical assistance". Then press the On/Off button  again to turn off the device. If either of these actions do not correct the problem, contact your Authorised Distributor or HeartSine Technologies immediately
"Low battery" warning	While this message does not indicate a fault, you should replace the battery as soon as possible The first time you hear the message "Warning low battery," the AED will continue to function properly. However, it may have fewer than 10 shocks left so prepare the spare Pad-Pak for use and be prepared to swap it quickly. Order a new Pad-Pak as soon as possible
"Memory full" prompt	This message does not indicate a fault. The memory is full and can no longer record ECG data or events. However, the AED can still analyse and deliver a shock if required. Contact HeartSine Technologies Technical Support for guidance on how to clear the memory
Three rapid beeps when device is turned off or after weekly self-test has been performed	Your AED has sensed that the ambient temperature is outside the specified operating range. Return your AED to the specified operating conditions of 0°C to 50°C (32°F to 122°F), in which your AED, with its battery and electrodes is designed to operate, and verify that the beeping has stopped

Troubleshooting **EN-UK**

Indication	Solution
Red status indicator and beeping while device is on	 WARNING: THERE IS INSUFFICIENT BATTERY CAPACITY TO DELIVER A SHOCK. IMMEDIATELY REPLACE THE PAD-PAK OR SEEK AN ALTERNATIVE DEFIBRILLATOR. IF A SPARE PAD-PAK OR ALTERNATIVE DEFIBRILLATOR IS NOT AVAILABLE, THE DEVICE WILL CONTINUE TO ANALYSE THE PATIENT'S HEART RHYTHM AND ADVISE WHEN CPR IS NEEDED, BUT IT WILL NOT BE ABLE TO DELIVER A SHOCK
"Device service required" warning	 WARNING: IF YOU HEAR THIS MESSAGE DURING USE, SEEK AN ALTERNATIVE DEFIBRILLATOR IMMEDIATELY DO NOT ATTEMPT TO SERVICE THE DEVICE AS NO MODIFICATION OF THIS EQUIPMENT IS POSSIBLE. CONTACT HEARTSINE TECHNOLOGIES OR YOUR AUTHORISED DISTRIBUTOR IMMEDIATELY
"Warning, off button pressed" prompt	You have pressed the On/Off button while the AED is being used to treat a patient. If you are sure you want to turn off the AED, quickly press On/Off again
"Disarming" prompt	This message does not indicate a fault; rather it means that the AED has converted to a decision to not shock after it has initially decided to shock. This occurs when your AED has initially determined that the patient's rhythm is shockable (such as VF) and upon confirming the decision (before proceeding with a shock), the rhythm changed or interference (due to CPR) prevents the confirmation. Continue to follow the device prompts
"Check pads" prompt	If you hear the voice prompt "Check pads", confirm that the pads have fully adhered to the patient as directed on the electrode placement diagram and that the skin is free from hair, moisture and debris. Adjust pads if needed. If message continues, remove the Pad-Pak and reinsert. If the message still continues, seek an alternative defibrillator and continue CPR

Appendix B Troubleshooting

Obtaining support

If you have completed the troubleshooting steps and find the AED is still not working correctly, contact your Authorised Distributor or HeartSine Technologies Technical Support at:

heartsinesupport@stryker.com

Warranty exclusion

HeartSine Technologies or its Authorised Distributors are not obliged to replace or repair under warranty if one or more of the following conditions apply:

- AED has been opened
- Unauthorised modifications have been made
- AED has not been used in accordance with the instructions provided in this manual
- Serial number has been removed, defaced, altered or, by any other means, made unreadable
- AED has been used or stored outside its indicated temperature range
- The Pad-Pak or Pediatric-Pak is not returned in its original packaging
- AED has been tested using unapproved methods or inappropriate equipment (see Warnings and cautions on pages 5-7)

Appendix C Technical data

EN-UK

Service life	
Expected service life:	Service life is defined as the length of the warranty period. Please refer to the HeartSine limited warranty statement for details (Appendix E)
Physical specifications (with Pad-Pak installed)	
Size:	20 cm x 18.4 cm x 4.8 cm (8.0 in x 7.25 in x 1.9 in)
Weight:	1.1 kg (2.4 lb)
Environmental specifications	
Operating temperature:	0°C to 50°C (32°F to 122°F) Note: The temperature of the electrodes could be up to 50°C if your device has been exposed to these conditions
Standby temperature:	0°C to 50°C (32°F to 122°F)
Transport temperature:	0°C to 50°C (32°F to 122°F) Note: It is recommended that the device should be placed in an ambient temperature of between 0°C to 50°C (32°F to 122°F) for at least 24 hours upon first receipt
Relative humidity:	5% to 95% (non-condensing)
Enclosure:	IEC/EN 60529 IP56
Altitude:	-381 to 4 575 metres (-1,250 to 15,000 feet)
Shock:	MIL STD 810F Method 516.5, Procedure 1 (40G's)
Vibration:	MIL STD 810F Method 514.5+ Procedure 1 Category 4 Truck transportation – US Highways Category 7 Aircraft – Jet 737 & General aviation
Atmospheric pressure:	572 hPa to 1060hPa (429 mmHg to 795 mmHg)

Appendix C Technical data

Pad-Pak and Pediatric-Pak specifications	
Weight:	0.2 kg (0.44 lb)
Battery type:	Disposable single-use combined battery and defibrillation electrode cartridge (lithium manganese dioxide (LiMnO ₂) 18V)
Battery capacity (new):	>60 shocks at 200 J or 6 hours of battery use
Battery capacity (4 years):	>10 shocks at 200 J
Electrode type:	Single-use pre-attached combined ECG sensor/defibrillation pad
Electrode placement:	Adult: Anterior-lateral Pediatric: Anterior-posterior or anterior-lateral
Electrode active area:	100 cm ² (15 in ²)
Electrode cable length:	1 m (3.3 feet)
Shelf life/standby life:	See the expiration date on the Pad-Pak or Pediatric-Pak
Aircraft safety test (TSO/ETSO-certified Pad-Pak):	RTCA DO-227 (TSO/ETSO-C142a)/EASA.210.10042190
Aircraft safety test (EASA-certified Pad-Pak):	EASA Approval number EASA.210.10042190
Patient analysis system	
Method:	Evaluates the patient's ECG, electrode contact integrity and patient impedance to determine if defibrillation is required
Sensitivity/specificity:	Meets IEC/EN 60601-2-4 (Refer to page C-10 for sensitivity/specificity data)

Technical data **EN-UK**

User interface	
Visual prompts:	Adult and pediatric symbols, do not touch icon/action arrows, safe to touch icon/action arrows, status indicator, attach pads icon/action arrows, CPR Advisor indicator (SAM 500P)
Audible prompts:	Extensive voice prompts guide the user through the operation sequence (see Voice prompts in Appendix D)
Languages:	Contact your HeartSine Authorised Distributor.
Controls:	On/Off button (all models), shock button (SAM 350P and 500P) and green tab
Defibrillator performance	
Charging time:	Typically 150 J in < 8 seconds, 200 J in < 12 seconds
Time to shock delivery following CPR:	SAM 350P: Typically 8 seconds SAM 360P: Typically 19 seconds SAM 500P: Typically 12 seconds
Impedance range:	Adult: 20 Ω to 230 Ω Pediatric: 0 Ω to 176 Ω
Therapeutic shock	
Waveform:	SCOPE (Self Compensating Output Pulse Envelope) optimised biphasic escalating waveform compensates energy, slope and envelope for patient impedance
Energy:	Pre-configured factory settings for escalating energy are based on the current ERC/AHA guidelines Pad-Pak: Shock 1: 150 J; Shock 2: 150 J; Shock 3: 200 J Pediatric-Pak: Shock 1: 50 J; Shock 2: 50 J; Shock 3: 50 J

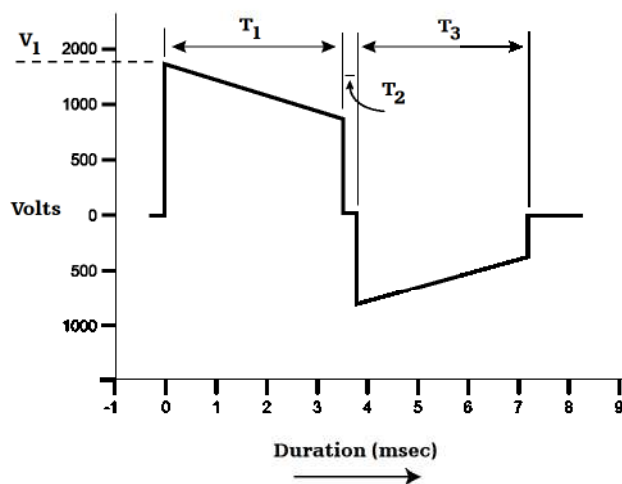
Appendix C Technical data

Event recording	
Type:	Internal memory
Memory:	90 minutes of ECG (full disclosure) and event/incident recording
Review:	Custom USB data cable (optional) directly connected to a PC with Saver EVO Windows-based data review software
Electromagnetic compatibility/battery safety	
EMC:	IEC/EN 60601-1-2 (see pages C-12 to C-14 for full details)
Aircraft:	RTCA/DO-160G, Section 21 (Category M) RTCA DO-227 (TSO/ETSO C142a/EASA.21O.10042190)

SCOPE biphasic waveform

The HeartSine samaritan PAD delivers a Self-Compensating Output Pulse Envelope (SCOPE) biphasic waveform (see Figure 13) which automatically optimises the waveform pulse envelope (amplitude, slope, and duration) for a wide range of patient impedances, from 20 ohms to 230 ohms. The delivered waveform to the patient is an optimised, impedance-compensated, biphasic, truncated exponential waveform that incorporates an escalating energy protocol of 150 Joules, 150 Joules, and 200 Joules. The duration of each phase is automatically adjusted to compensate for varying patient impedances. The first phase (T_1) duration is always equivalent to the second phase (T_3) duration. The interphase pause (T_2) is always a constant 0.4 ms for all patient impedances.

Figure 13. SCOPE biphasic waveform



The specific SCOPE waveform characteristics for a 200 Joules pulse are shown in Table 3. An example of waveform parameters for the Pediatric-Pak are shown in Table 4.

Appendix C Technical data

Table 3. Pad-Pak waveform specification

Resistance (Ohms)	Waveform voltages (Volts)	Waveform duration (ms)	
	V ₁	T ₁	T ₃
25	1880	3.5	3.5
50	1880	5.5	5.5
75	1880	8	8
100	1880	10	10
125	1880	13	13
150	1880	14.5	14.5
175	1880	17.5	17.5
200	1880	19	19
225	1880	20.5	20.5

Table 4. Pediatric-Pak waveform specification

Resistance (Ohms)	Waveform voltages (Volts)	Waveform duration (ms)	
	V ₁	T ₁	T ₃
25	514	7.8	5.4
50	671	8.8	6
75	751	10	6.6
150	904	11.5	7.5
175*	940	12.0	7.5

*Output not guaranteed at upper resistance limit due to component tolerances.

Note: All values are nominal

Table 5. Adult energy delivery range

Patient resistance (Ohms)	Rated delivered energy (Joules)	Actual delivered energy (Joules) Min-max (150/200 J $\pm$ 10%)
25	150	135 - 165
50	150	135 - 165
75	150	135 - 165
100	150	135 - 165
125	150	135 - 165
150	150	135 - 165
175	150	135 - 165
200	150	135 - 165
225	150	135 - 165
25	200	180 - 220
50	200	180 - 220
75	200	180 - 220
100	200	180 - 220
125	200	180 - 220
150	200	180 - 220
175	200	180 - 220
200	200	180 - 220
225	200	180 - 220

Note: All values are nominal

Appendix C Technical data

Table 6. Pediatric energy delivery range

Patient resistance (Ohms)	Rated delivered energy (Joules)	Actual delivered energy (Joules) Min-max (50 J $\pm$ 15%)
25	50	42.5 - 57.5
50	50	42.5 - 57.5
75	50	42.5 - 57.5
100	50	42.5 - 57.5
125	50	42.5 - 57.5
150	50	42.5 - 57.5
175*	50	42.5 - 57.5

*Output not guaranteed at upper resistance limit due to component tolerances.

Table 7. Sample pediatric nominal energy

Age (Years)	50th percentile weight**(kg)	50 J energy dose (Joules per kg)
1	10.3	4.9
2	12.7	4.0
3	14.3	3.5
4	16.0	3.2
5	18.0	2.8
6	21.0	2.4
7	23.0	2.2
8	25.0	2.0

** Doses provided in Table 7 are based on CDC growth charts for the 50th percentile body weight of boys. National Center for Statistics in collaboration with the National Center for Chronic Disease Prevention and Health Promotion (2000).

Note: All values are nominal

Motion detection algorithm (SAM 360P only)

The SAM 360P uses the HeartSine samaritan PAD ICG analysis to detect chest compression artefact and other forms of motion in order to play a verbal warning to stop CPR or other motion.

If the algorithm detects motion or other significant interference, the SAM 360P will issue the voice prompt "Motion detected, do not touch the patient." This is intended to reduce the likelihood that the user is touching the patient prior to shock delivery.

Arrhythmia analysis algorithm

The HeartSine samaritan PAD uses its ECG arrhythmia analysis algorithm to evaluate the patient's ECG to determine if a therapeutic shock is appropriate. If a shock is required, the HeartSine samaritan PAD will charge and advise the user to stand clear and to press the shock button (SAM 350P and SAM 500P) or automatically shock the patient after a verbal 3, 2, 1 countdown (SAM 360P). If no shock is advised, the AED will pause to allow the user to deliver CPR.

The HeartSine samaritan PAD ECG arrhythmia analysis algorithm performance has been extensively evaluated by using several databases of real-life ECG traces. Included in this are the AHA database and the Massachusetts Institute of Technology (MIT) NST database. The HeartSine samaritan PAD ECG arrhythmia analysis algorithm's sensitivity and specificity meet the requirements of IEC/EN 60601-2-4.

The HeartSine samaritan PAD ECG arrhythmia analysis algorithm performance is summarised in Table 8.

Appendix C Technical data

Table 8. Performance of the HeartSine samaritan PAD ECG arrhythmia analysis algorithm

Rhythm class	Minimum test sample size	Test sample size	Performance goal	Observed performance
Shockable rhythm: Coarse ventricular fibrillation	200	350	Sensitivity >90%	✓ Met
Shockable rhythm: Rapid ventricular tachycardia	50	53	Sensitivity >75% (AAMI ¹ DF39)	✓ Met
Non-shockable rhythm: NSR ²	100	165	Specificity >99% (exceeds AAMI DF39)	✓ Met
Non-shockable rhythm: AF, SB, SVT, Heart Block, Idioventricular, PVCs ²	30	153	Specificity >95% (from AAMI DF39)	✓ Met
Non-shockable rhythm: Asystole	100	117	Specificity >95%	✓ Met
Intermediate: Fine ventricular fibrillation	25	46	Report only	>45% Sensitivity
Intermediate: Other ventricular tachycardia	25	29	Report only	>65% Specificity

² AAMI Association for Advancement of Medical Instrumentation: NSR, normal sinus rhythm; AF, atrial fibrillation/flutter; +SB, sinus bradycardia; SVT, supraventricular tachycardia; PVCs, premature ventricular contractions.

CPR Advisor analysis algorithm

SAM 500P utilises the ICG (Impedance Cardiogram) capability to assess the force and rate of chest compressions being applied during cardiopulmonary resuscitation (CPR).

Based on the measured rate, SAM 500P provides verbal feedback to the user to “Push faster” or “Push slower” in accordance with the current ERC/AHA resuscitation guidelines (target CPR rate of at least 100-120 CPM).

Based on the measured force, SAM 500P provides verbal feedback of “Push harder” or “Good compressions.” SAM 500P also uses the ICG measurement to provide CPR Advisor feedback in the form of a coloured traffic light (green-amber-red) LED array for force feedback. The LED array indicates the force of chest compressions applied to the patient.

Pediatric restriction

Use of the CPR Advisor function is restricted to adult patients only. Chest compression techniques differ for the different ages and sizes of pediatric patients (up to 8 years old). For younger pediatric patients, rescuers should compress the lower half of the sternum but not compress over the xiphoid. For patients at the upper end of the pediatric range, adult-style compressions should be performed. CPR Advisor is currently configured only to advise compressions at a rate suitable for adult patients (over 8 years old weighing more than 25 kg (55 lb)).

Electrode placement also may differ in pediatric patients. Depending on the patient size, the electrodes may be placed anterior-posterior (front and back) or anterior-lateral (standard adult placement). Differing electrode positions may result in different ICG readings. Current technology does not support CPR Advisor in determining which electrode placements are being used and therefore electrodes must be placed anterior-lateral for CPR Advisor to function correctly.

For these reasons, CPR Advisor is disabled when a Pediatric-Pak is used in SAM 500P.

Note: The ECG readings used to determine if the patient requires a defibrillation shock are not affected by the electrode positions selected in pediatric patients



WARNING: IF A PEDIATRIC PATIENT IS TREATED WITH AN ADULT PAD-PAK, IGNORE THE CPR ADVISOR FEEDBACK PROMPTS PROVIDED. CPR ADVISOR IS CURRENTLY ONLY INTENDED TO PROVIDE FEEDBACK ON ADULT PATIENTS

Appendix C Technical data

Electromagnetic conformity - guidance and manufacturer's declaration

The HeartSine samaritan PAD is suitable for use in all professional and domestic establishments. It is not intended for use near intentional transmitters of radio energy such as high frequency surgical equipment, radar installations or radio transmitters, nor in the vicinity of magnetic resonance imaging (MRI) equipment.



WARNING: SAFETY RISK AND POSSIBLE EQUIPMENT DAMAGE. THIS DEFIBRILLATOR IS MR UNSAFE. KEEP AWAY FROM MAGNETIC RESONANCE IMAGING (MRI) EQUIPMENT

The HeartSine samaritan PAD is intended for use in the electromagnetic environments specified in Table 9 below and Table 10 on the following page. The user of the HeartSine samaritan PAD should assure that it is used in such an environment.

The essential performance of the HeartSine samaritan PAD is the ability to provide defibrillation therapy following correct analysis of a shockable/non-shockable rhythm, together with the provision of appropriate operator instruction. Operation outside of the environment specified in Table 10 could result in the misinterpretation of the ECG rhythms, interference to the audio or visual prompts, or the inability to deliver therapy.

There are no special maintenance procedures required to ensure that the essential performance and basic safety of the HeartSine samaritan PAD are maintained with regard to electromagnetic disturbances over the service life of the device.

Table 9. Electromagnetic emissions

Emissions test	Compliance	Electromagnetic environment – guidance
RF CISPR 11	Group 1 Class B	The HeartSine samaritan PAD uses RF energy only for its internal function. Therefore, its RF emissions are very low and are not likely to cause any interference in nearby electronic equipment. The HeartSine samaritan PAD is suitable for use in all establishments, including domestic and those directly connected to the public low-voltage power supply network that supplies buildings used for domestic purposes.
Harmonic emission IEC/EN 61000-3-2	Not applicable	
Voltage fluctuations/ flicker emission IEC/EN 61000-3-3	Not applicable	

Table 10. Electromagnetic immunity

Immunity test	IEC 60601 test level	Compliance level
Electrostatic discharge (ESD) IEC/EN 61000-4-2	± 8kV Contact ± 15kV Air	± 8kV Contact ± 15kV Air
Electrical fast transients/bursts IEC/EN 61000-4-4	Not applicable	Not applicable
Surges, line to line IEC/EN 61000-4-5	Not applicable	Not applicable
Surges, line to ground IEC/EN 61000-4-5	Not applicable	Not applicable
Voltage dips, interruptions and variations on power supply input lines IEC/EN 61000-4-11	Not applicable	Not applicable
Power frequency (50/60Hz) Magnetic Field IEC/EN 61000-4-8	30A/m	30A/m
Radiated RF IEC/EN 61000-4-3	10 V/m 80MHz – 2.7GHz	10V/m ^a 80MHz – 2.7GHz 80% AM 5Hz modulation 20V/m ^b 80MHz – 2.7GHz 80% AM 5Hz modulation
Conducted RF IEC/EN 61000-4-6	3V rms outside ISM and amateur radio bands ^d 6V rms inside ISM and amateur radio bands ^d	6V rms 1.8MHz to 80MHz 80% AM, 5Hz modulation

Appendix C Technical data

Table 10. (continued)

Immunity test	Electromagnetic environment – guidance
Electrostatic discharge (ESD) IEC/EN 61000-4-2	There are no special requirements with respect to electrostatic discharge
Electrical fast transients/bursts IEC/EN 61000-4-4	
Surges, line to line IEC/EN 61000-4-5	
Surges, line to ground IEC/EN 61000-4-5	
Voltage dips, interruptions and variations on power supply input lines IEC/EN 61000-4-11	
Power frequency (50/60Hz) Magnetic Field IEC/EN 61000-4-8	Power frequency magnetic fields should be at levels characteristic of a typical location in a typical commercial or hospital environment. There are no special requirements for non-commercial/non-hospital environments
Radiated RF IEC/EN 61000-4-3	Portable and mobile RF communications equipment should be used no closer to any part of the HeartSine samaritan PAD, including cables, than the recommended separation distance calculated from the equation applicable to the frequency of the transmitter, or 30 cm (12 in), whichever is greater* Interference may occur in the vicinity of equipment marked with this symbol 
Conducted RF IEC/EN 61000-4-6	

Technical data **EN-UK**

Note: These guidelines may not apply in all situations. Electromagnetic propagation is affected by absorption and reflection from structures, objects and people

^a Test level to show compliance with the criteria identified as providing basic safety and essential performance.

^b Test level to show compliance with the additional requirements of the particular standard IEC60601-2-4 relating to no inadvertent shock delivery.

^c Field strengths from fixed transmitters, such as base stations for cellular telephones, amateur radio, FM and AM radio broadcast and television broadcast cannot be predicted theoretically with a great deal of accuracy. In such cases, an electromagnetic site survey should be considered to properly assess the electromagnetic environment. If the measured field strength in the location in which the HeartSine samaritan PAD is intended to be used exceeds the applicable RF compliance levels noted above, the device should be observed to verify normal operation. If abnormal performance is observed, consideration should be given to relocating the HeartSine samaritan PAD if possible.

^d The ISM (industrial, scientific and medical) bands between 0.15 MHz and 80 MHz are 6.765 MHz to 6.795 MHz; 13.553 MHz to 13.567 MHz; 26.957 MHz to 27.283 MHz; and 40.66 MHz to 40.70 MHz. The amateur radio bands between 0.15 MHz and 80 MHz are 1.8 MHz to 2.0 MHz, 3.5 MHz to 4.0 MHz, 5.3 MHz to 5.4 MHz, 7 MHz to 7.3 MHz, 10.1 MHz to 10.15 MHz, 14 MHz to 14.2 MHz, 18.07 MHz to 18.17 MHz, 21.0 MHz to 21.4 MHz, 24.89 MHz to 24.99 MHz, 28.0 MHz to 29.7 MHz and 50.0 MHz to 54.0 MHz.

Appendix D Voice prompts

Following are the voice prompts used by the HeartSine samaritan PAD. Models using specific voice prompts are indicated. Read the voice prompts in advance of use to be familiar with the types of instructions given.

For all patients

Prompt	SAM 350P	SAM 360P	SAM 500P
Before and during analysis			
"Adult patient" (heard when Pad-Pak installed)	✓	✓	✓
"Child patient" (heard when Pediatric-Pak installed)	✓	✓	✓
"Call for medical assistance"	✓	✓	✓
"Remove clothing from patient's chest to expose bare skin"	✓	✓	✓
"Pull green tab to remove pads"	✓	✓	✓
"Peel pads from liner"	✓	✓	✓
"Apply pads to patient's bare chest as shown in picture"	✓	✓	✓
"Press pads firmly to patient's bare skin"	✓	✓	✓
"Assessing heart rhythm; do not touch the patient"	✓	✓	✓
"Analysing; do not touch the patient"	✓	✓	✓
"Motion detected"		✓	
"Check pads"	✓	✓	✓
CPR Advisor			
"Push faster"*			✓
"Push slower"*			✓
"Push harder"*			✓
"Good compressions"*			✓

Voice prompts **EN-UK**

For all patients

Prompt	SAM 350P	SAM 360P	SAM 500P
If a shock is not required			
"No shock advised"	✓	✓	✓
"Begin CPR"	✓	✓	✓
"It is safe to touch the patient"	✓	✓	✓
"Place overlapping hands in middle of chest"*	✓	✓	✓
"Press directly down on the chest in time with metronome"*	✓	✓	✓
"Remain calm"*	✓	✓	✓
If a shock is required			
"Stand clear of patient; shock advised"	✓	✓	✓
"Stand clear of patient; press the orange shock button now"	✓		✓
"Stand clear of patient; shock will be delivered in 3, 2, 1"		✓	
"Shock delivered"	✓	✓	✓
"Begin CPR"	✓	✓	✓
"It is safe to touch the patient"	✓	✓	✓
"Place overlapping hands in middle of chest"*	✓	✓	✓
"Press directly down on the chest in time with metronome"*	✓	✓	✓
"Remain calm"*	✓	✓	✓

* Voice prompts not provided when Pediatric-Pak is installed.

Appendix E Limited warranty statement

What is covered?

Stryker provides to the original end user a limited warranty that all HeartSine products that are purchased from a distributor, sub-distributor, person or entity authorised by Stryker ("Authorised Agents") are substantially free from defects in material and workmanship. This limited warranty applies only to the original end user and may not be assigned or transferred. An original end user is one who is able to provide proof of purchase from Stryker or an Authorised Agent. Persons who are not original end users take the products "as is" and with all faults. Please be prepared to provide proof of purchase demonstrating that you are the original end user and eligible to make a valid claim under this warranty. If you are not sure if the distributor, sub-distributor, person or entity from whom you purchased any HeartSine samaritan products is authorised by Stryker please contact Customer Support on +44 28 9093 9400 or heartsinesupport@stryker.com.

For how long?

HeartSine warrants, from the date of the sale to the original end user, the HeartSine samaritan PAD for the full eight (8) year service life. Products with a stated expiration date are warranted until such expiration date.

Limited warranty does not cover:

This limited warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorised service, unauthorised product case opening, failure to follow instructions, improper use, improper or inadequate maintenance, abuse, neglect, fire, flood, war or acts of God. We do not warrant your HeartSine products to be compatible with any other medical devices.

This limited warranty is void if:

You purchased any HeartSine products from anyone other than an Authorised Agent; your HeartSine product is serviced or repaired by anyone other than Stryker; your HeartSine product is opened by unauthorised personnel or if a product is not used in accordance with the "Instructions for Use" and the "Indications for Use" provided with your product; your HeartSine product is used in conjunction with incompatible parts or accessories, including, but not limited to batteries. Parts and accessories are not compatible if they are not HeartSine products.

What you should do:

As the original end user you should send the completed warranty registration card within 30 days of original purchase to:

HeartSine Technologies, Ltd.
207 Airport Road West
Belfast
Northern Ireland
BT3 9ED
United Kingdom

Limited warranty statement **EN-UK**

Or register online using the Warranty Registration link on our website [heartsine.com](https://www.heartsine.com). To obtain warranty service for your HeartSine product, contact your local Stryker Authorised Agent or call Customer Support on +44 28 9093 9400. Our technical representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of your HeartSine product. You must not send back any product without our authorisation.

What we will do:

If your HeartSine product contains defects in material or workmanship and it is returned, at the direction of a technical service representative, within the warranty period, we, at our sole discretion, will repair your product or replace it with a new or reconditioned product of the same or similar design. The repaired or reconditioned product will be warranted subject to the terms and conditions of this limited warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

If our inspection does not detect any defects in material or workmanship of your HeartSine product, regular service charges will apply.

Obligations and limitation of liability:

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF Stryker) IS AUTHORISED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING HEARTSINE PRODUCTS, EXCEPT TO REFER TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. Stryker SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY OR DEATH EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

heartsine.com

HeartSine samaritan PAD user manuals in all available languages can be found on our website at **uk.heartsine.com/product-manuals**

The HeartSine samaritan PAD (SAM 350P, SAM 360P and SAM 500P) Summary of Safety and Clinical Performance (SSCP) will be available via EUDAMED when fully implemented by the European Commission.

To view information regarding environmental regulatory requirements, including the European REACH regulation, please refer to **uk.heartsine.com/environmental-regulations**

For further information contact us at heartsinesupport@stryker.com or visit our website at heartsine.com

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The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Packaging and labelling for your HeartSine AED and/or Pad-Pak are for illustration purposes and may be different in your region than those shown in this document.

Please report any serious incident that occurs with this device to HeartSine Technologies, Ltd. and to your national competent authority or other local regulatory authority as per local regulations.



HeartSine samaritan PAD: UL Classified. See complete marking on product.

Date of Issue: 10/2022

Made in U.K.

H032-019-500-AG EN-UK

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Minutes of Executive Committee Meeting

Unit Plan 622

Date: Monday 13 May 2024

Location: Unit 17

Commenced: 4.00pm

Attendance: Phil Walker, Lindy Gittoes and Chris Sloan

1 Apologies from Rob Smyth and Anne Hobday.

2 The minutes from the last EC meeting were approved.

3 Matters arising from the last meeting.

- There were no matters arising from the last meeting.

4a Preparation for the AGM (to be held at 5.00pm, Tuesday 9 July, 2024.)

Proposed Budget

Phil reported that Rob had completed the budget for 2024 to 2025 and that he and Rob had since updated it.

The committee would like to thank them for all the work involved in this.

The Sinking Fund

This fund is used for major works.

- An increase in contributions is not predicted for this fund as it hasn't been accessed very much over the past few years.

The Administration Fund

This funds the following items, most of which have increased.

Insurance

- Our present insurance expires at the end of August.
- Now is too early for a precise quote from the broker, however they have provided an estimate.
- 2023 to 2024 was \$26,500.
- An **estimate** for 2024 to 2025 is \$30,000.
- An increase of \$3,500.

Whittles Fees (formerly ACT Strata) have increased

- By 5.8% to \$7,700 pa.

Gardeners

- Current year fees increased from \$440 to \$480 fortnightly.
- Budgeting for an expected rise in the coming year to \$520.

Water Bill

Water bills for 2023-2024 were below budget due to increased rain. This can't be expected to be the case for the coming year. Actual cost for the past year was \$24,126. The budget for the coming year (2024-2025) is \$30,000, which is still well below the annual cost of water a couple of years ago, when it was \$45,000.

Levies

The budgeted levies for 2023-2024 for the Administration Fund were \$74,679.

The proposed budget for the 2024-2025 has the Administration Fund levies to total at \$82,147. Forecast expenditure is \$85,526. This makes for a \$3,379 deficit, however this is manageable and negates the need for a higher increase in levies. The actual end-of-year expenditure will very much depend on the unpredictable variable; the 2024-2025 water use and cost.

It was proposed that an increase of 10% on levies for the Administration Fund be taken to the AGM. This is a about \$330 increase per unit, per annum.

4b Update to House Rules.

The following ACT Strata Rules have been modified, and will need to be approved at the AGM and if approved, updated in the house rules.

- A new default pet rule permits an animal to be kept in a unit, as long as an owners corporation is given notice of its arrival. An owners corporation can adopt the new default pet rule or create its own rule in accordance with the requirements of the legislation. It can also opt to keep a consent process if unit owners prefer. Details include: A unit owner or occupier (the **pet owner**) may keep an animal, if -
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and

- (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
- (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

- If a unit owner applies to the owners corporation for approval to install a system to save energy or water, the owners corporation cannot unreasonably withhold consent under the reforms. For example, an owners corporation cannot withhold consent due to aesthetic reasons, but can withhold if there are safety or structural issues.

The House Rules relating to these 2 topics will be on the Agenda to discuss at the AGM.

4c Dinner after the AGM

It was suggested that we have a social event after the AGM. As a result, everyone is invited to a post AGM dinner

Venue Rama's Fijian Restaurant

Location Pearce shopping centre.

Date Tuesday 9 July

Time 7.00 pm

Meal type Banquet, \$40 pp. (Please bring cash payment on the night, as Ramas do not split bills.)

BYO No corkage charged

RSVP By Tuesday 25th June to Lindy Gittoes, mob 0428403954.

E mail: l.gittoes@bigpond.com

A reminder invite with any further details will be sent out closer to the date.

5 Garden Report

- Anne reported that recently the gardeners have been trimming the tops of the trees, fronting Shackleton Circuit.
- It was decided that it's time for more mulching. However, given the amount of plastic in the forest litter, it was suggested that we upgrade the quality of mulch.
- Phil will inquire into the price of various mulches.
- It was agreed that a working bee be organised in order to save costs.

Previously, residents with trailers have collected the mulch from Mugga Lane, and volunteer resident have formed a working bee to lay the mulch.

6 Maintenance Plan

Two maintenance issues were identified for attention, they are lighting and driveway.

- Adam, our Whittles manager will organise for Wayne, an electrician to check on the safety of the common lighting.
- He will also organise for the driveways to be assessed for repairs.
- Any maintenance costs will be taken from the Administration Fund.

7 Update on the Purchase of the Defibrillator.

The defibrillator has arrived. Once it has been installed,

- Training materials will be put on the owner's portal.
- A training session will be organised for residents. Most probably on a weekend.

8 Book library

Bob and Jo reported that there hasn't been much of a turnover of books for a while.

They suggested that the books be taken to Lifeline, and then begin again with a new range of books.

This was agreed on by the committee.

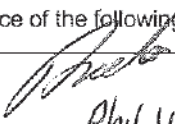
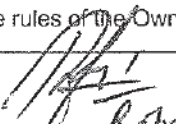
- Therefore, if there are any books that residents would like to reclaim or take ownership of, please do so in the next fortnight.
- Residents will be informed when the books have been removed at which time they might like to contribute to the new range of books, with books they no longer need.

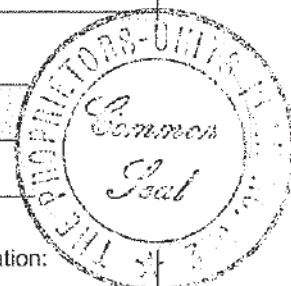
The committee would like to thank Jo and another unknown resident for tidying the books.

The meeting ended at 4.45 pm.

The next meeting will be decided after the AGM.

STRATA MANAGEMENT AGREEMENT

THE OWNERS – UNITS PLAN 622 ABN 17813530616		Owners Corporation SHACKLETON PARK Address: 58 Shackleton Circuit MAWSON ACT 2607	
NAME OF AGENT: Whittles Canberra Pty Ltd (trading as Whittles)			
ABN: 39634756031		Address Unit 43 / 2 King Street, Deakin ACT 2600	
Telephone: 02 5131 2600			
PARTICULARS:			
Commencement Date	09/07/2024		
Initial Term	3 Year(s)		
Management Fee	\$8,052.00	Inc GST	
Agreed Services	Services set out in Attachment A to this Agreement.		
Additional Services	Services set out in Schedule B to this Agreement.		
Additional Services Fees	Services set out in Schedule C to this Agreement.		
Units Plan	622		
Payment Method	Monthly in advance.		
Annual Fee Review at Annual General Meeting	By negotiation		
EXECUTED BY:			
Owners Corporation			
The common seal of the Owners Corporation was affixed on: in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature		Signature	
Name	Phil Walker	Name	Robert Smyth
Position	Co-Chair	Position	Co-Chair
Agent			
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager 		Signature Name Adam Clements.	



1 DEFINITIONS

In this Agreement:

Act means the *Unit Titles Act 2001* (ACT).

Additional Services means the services set out in Schedule B to this Agreement.

Agreement means this agreement and includes any annexure or schedule to it.

Common Property means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST has the meaning given to it in the GST Act.

Management Act means the *Unit Titles (Management) Act 2011* (ACT).

Non-Standard Work means any work which is not Standard Work.

Office Hours means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

Standard Work means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,
provided however:
 - h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011 to be appointed then the works will be Non-Standard Work; and
 - i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

WHS Act means the *Work Health & Safety Act 2011* (ACT).

WHS Regulation means the *Work Health & Safety Regulation 2011* (ACT).

2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003* (ACT) and the licence will be maintained while the Agreement is in force.

3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12-month period, up to a maximum term of three years, unless terminated in accordance with clause 9.

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested).
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person.
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third-party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third-party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third-party contractors.

8 PAYMENT OF FEES

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- b) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

9 TERMINATION

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.

10 DISCLOSURE

The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.

11 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) Both the Agent and the Owners Corporation will take out and maintain public liability insurance policies as required by the Unit Titles (Management) Act 2011.
- c) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan.
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

12 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

13 WORK HEALTH & SAFETY

- a) The parties agree that they each have a shared duty, and each must comply with their respective due diligence obligations under the WHS Act 2011 and WHS Regulation 2011 and relevant coded of practice.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011.

14 GST

- a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

15 NOTICES

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

17 SERVICE CONTRACTORS

Where the Owners Corporation enters into an Agreement with a Service Contractor nominated by the Agent, the Agent will qualify the Service Contractor to comply with WHS Legislation and codes of practice of the mandatory regulations and be covered by public liability insurance appropriate to the functions carried out by the Service Contractor.

SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services.

ACCOUNTING

- Managing the funds of the Owners Corporation, including:
 - paying invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
 - paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement.
 - establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003* (ACT); and
 - issuing levy notices for standard levies.
- Preparing, and (where applicable) filing, accounts and budgets, including:
 - financial statements for each executive committee meeting.
 - provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report.
 - financial statements and levy status report as and when reasonably required for general meetings.
 - prepare administrative fund budget and arrange for sinking fund budget; and
 - manage administrative fund and sinking fund.

INSURANCE

- Assisting the Owners Corporation in arranging insurance as required under the Management Act, including:
 - arranging, on instructions, valuations for new policies or renewals as required; and
 - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 60 minutes, the claim is not routine and will be an Additional Service.

SECRETARIAL

- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up-to-date correspondence file.
- Recording and retaining notices received by the Owners Corporation under Section 115 of the Management Act.
- Maintaining and administering the use of the common seal.
- Attending to routine communication with the executive committee or unit owners via fax, email, verbal, letter etc.

MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

RULES

- Answering routine queries about rights and obligations of the Owners Corporation and individual unit owners.

REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

ATTACHMENT – A

The Attachment provides a summary of the Services and whether they are included as Agreed Services (Schedule A).

Preparation of financial statements including profit & loss and balance sheet to year end.	Included
Produce proposed annual budget and email to EC	Included
Produce proposed annual budget and hold a pre-Annual General Meeting with EC to finalise.	Included
In conjunction with EC prepare agenda for Annual General Meeting	Included
After EC have approved proposed budget and agenda, send Annual General Meeting notice with agenda, budget, and associated forms to all owners.	Included
Attend Annual General Meeting	Included
Take minutes of Annual General meeting if EC secretary does not do so.	Included
Distribute minutes to chairman for revisions	Included
Distribute minutes to owners	Included
Distribute levy notices.	Included
Collect levies	Included
Send reminders to late payers	Included
Arrange insurance reviews	Included
Lodge routine Insurance Claims	Included
Maintain bank accounts	Included
Arrange quotations for services required under the Unit Titles (Management) Act 2011 (e.g. sinking fund reports, building maintenance plans etc.)	Included
Maintain the Corporate Register	Included
Arrange routine repairs and maintenance.	Included
Make routine payments to contractors.	Included
Arrange routine repairs and maintenance.	Included
Make routine payments to contractors upon approval by the EC.	Included
Instigate collection procedures against non-payers.	Included
Register and upload Body Corporate information onto Whittles operating system	Included

Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

SCHEDULE B – ADDITIONAL SERVICES

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings.
- Preparing and distributing minutes of executive committee meetings.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

- Preparing and distributing notices of additional general meetings.
- Attending additional general meetings.
- Preparing and distributing minutes of additional general meetings.

REPAIRS AND MAINTENANCE

- Arranging building inspections and reports for non-routine maintenance and Non-Standard Work.
- Arranging (including, as directed, obtaining quotes, liaising with contractors or executing contracts) for appropriately qualified and insured contractors to undertake non-routine repairs and maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- Attending to out of hours call outs.

INSURANCE

- Preparing and lodging non-routine insurance claims (in excess of 60 mins per claim).
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Preparing and lodging insurance claims and other related activities with Insurance Brokers other than MGA Insurance Brokers Pty Ltd.

RULES

- Issuing and serving notice to comply with the rules.

ACCOUNTING

- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

UNIT TITLE CERTIFICATES

- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

GENERAL

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.

- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

SCHEDULE C – ADDITIONAL SERVICES RATES

Additional Service Rates - Professional & Administration Fees*

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15	Public Officer Compliance	\$165.00	GST Registered groups only
16	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00 \$220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit – External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 st Infringement Notice Per letter – Any Subsequent/Final Notices
35	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
36	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)

These fees have been negotiated between the parties to agreement the **owner's unit plan no: ==**
Date:==

SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
 - (a) Name of Company:
MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
Relationship: Various Common Shareholders
 - (b) Name of Company:
Millennium Underwriting Agencies Pty Ltd
ABN 38 079 194 095
Relationship: Various Common Shareholders
 - (c) Name of Company
Swiftaccess Pty Ltd
ABN 19 165 827 565
Relationship: Various Common Shareholders
 - (d) Name of Company
Swift Collect Pty Ltd
ABN 29 603 339 304
Relationship: Various Common Shareholders
 - (e) Name of Company
Strata Utility Networks Australia Pty Ltd
ABN 91 624 286 620
Relationship: Various Common Shareholders



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11002449
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	The Owners - Units Plan No 622 58 Shackleton Circuit, Mawson, ACT, 2607
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 30/08/2025 Expiry Date: 4:00pm on 31/07/2026
INTERMEDIARY ADDRESS	Insurance Advisernet Fortitude Valley PO Box 403, Fortitude Valley, QLD, 4006
DATE OF ISSUE	29/07/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$21,900,000
		Common Area Contents	\$219,000
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$3,285,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Not Included
		3. Lot Owners' Wall Coverings	Not Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 4	Workers Compensation		Not Selected
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$5,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy

may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Insurance Valuation

58 Shackleton Circuit
Mawson ACT 2607



elite valuers
canberra

Elite Valuers Canberra
PO Box 3694
Weston ACT 2611
contact 0408 633 400
admin@elitevaluers.com.au
www.elitevaluers.com.au



'Shackleton Park', UP 622 Mawson ACT 2607

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EXECUTIVE SUMMARY

CLIENT/INSTRUCTIONS

Instructing Party	Robert Smyth on behalf of Owners Corporation 622.
Client Reference	Owners Corporation 622.
Purpose	Insurance replacement purposes.
Interest Valued	Replacement value.
Basis of Valuation	Replacement cost new of the development.

PROPERTY DETAILS

Description of Property	A late 1980s, privately-built complex comprising twenty-two (22) architectural, single level, most of them detached, quality townhouses, each with car accommodation and private yard. Communal improvements include general landscaping, driveways and fencing.
Title Details	(UP 622 Block 6 Section 40) Mawson ACT 2607
Purpose	Assess the current insurable value of the property.

Valuation

Date of Inspection	13 June 2025
Date of Valuation	13 June 2025
Insurance Value	\$21,900,000 (Twenty-One Million Nine Hundred Thousand Dollars) GST inclusive

Elite Valuers Canberra

Valuer



Nicolas Leslé, AAPI
Certified Practising Valuer
Australian Property Institute

Date of Report 19 June 2025

Conditions All data provided in this summary is wholly reliant on and must be read in conjunction with the information provided in the attached report. It is a synopsis only designed to provide a brief overview and must not be acted on in isolation. Please note this amended report supersedes our initial report of 18 June 2025.

Assumptions, Conditions and Limitations

1. This valuation is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept responsibility or liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where the valuation is relied upon after the expiration of 3 months from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.
2. It is assumed that no significant event occurs between the date of inspection and the date of valuation that would impact the value of the subject property.
3. This valuation has been prepared on specific instructions from the instructing party detailed within this report for the specific purpose detailed within this report. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. Neither the whole of the report, nor any part or reference thereto, may be published in any document, statement or circular or in any communication with third parties without prior written approval of the form and context in which it will appear. We reserve the right to withhold consent or to review the contents of this report in the event that our consent is sought. Elite Valuers Canberra and the individual valuers involved in the preparation of this valuation do not have pecuniary interests in the subject property that would conflict with the valuation of the property.
4. This valuation was completed on the basis that all buildings and improvements on the property are in full compliance with all relevant planning and building regulations in force at the time of construction. This includes adherence to all planning and building permits issued (as applicable), and a Certificate of Occupancy having been issued if relevant.

1 INTRODUCTION

1.1 Client Details & Instructions

We have been instructed by Robert Smyth of the Owners Corporation 622, to determine the insurable replacement value of the improvements at 58 Shackleton Circuit, Mawson ACT 2607.

We attach a copy of the Letter of Instruction, refer Appendices.

1.2 Certification

We hereby certify that the valuer has no interest, financial or otherwise, in the property subject to appraisal.

1.3 Date of Valuation

The date of valuation is 13 June 2025, based on our inspection of the subject property as at that date.

1.4 Basis of Valuation

Insurance Assessment

The insurance assessment of the improvements is defined as the cost of replacing the improvements in compliance with current Building Codes and includes allowances for professional fees and any additional costs which would normally be incorporated in the limit of liability.

The insurance assessment escalates the current replacement cost by incorporating allowances to cover, firstly, the likely cost increases during demolition, lead time and rebuilding periods, secondly the estimated costs of demolition and debris removal in the event of a serious loss, and thirdly the likely cost escalation during the currency of the policy year.

2 LEGAL DESCRIPTION

2.1 Title Details

Units Plan 622, a subdivision under the Units Title Act of Block 6, Section 40, Division of Mawson.

2.2 Identification

The subject property has been identified by on-site inspection, Units Plan, ACT Government Web Site and Building Plans.



Image courtesy of ACTmapi

3 SITE DESCRIPTION

3.1 Site Area

An irregular shape, medium density, large inside block positioned in a loop street. The site has an approximate area of 27,937 square metres.

3.2 Topography and Aspect

The site is above street level, rises to the rear boundary and adjoins parkland and other similar type, medium density developments. Street frontage is north-east facing.

3.3 Services

The following services are available and connected to the property:

- Mains water supply
- Reticulated sewerage
- Telephone
- Electricity

3.4 Environmental Issues

Soil Contamination

No soil analysis, geological studies or contamination report were ordered or made in conjunction with this report and, as such, it is assumed that there are no environmentally hazardous materials on, in, or near the property that would cause loss in value. As far as we are aware, there is no evidence to suggest that the property may have been contaminated by any such materials in its present or previous use and this valuation makes no such allowance. Should an environmental audit report prove otherwise, then the valuation should be returned to the Valuer for re-appraisal.

Flooding

Based on ACT Government information, the site is not prone to flooding under normal climatic conditions.

4 IMPROVEMENTS

4.1 General Description

An inspection of all readily accessible parts of the improvements and property has been completed. Currently erected on the site is a late 1980s, privately-built complex comprising 22 architectural, single level, most of them detached, quality townhouses, each with car accommodation and private yard. Communal improvements include general landscaping, driveways and fencing. We note that the general level of presentation is well above average for this type of development.

4.2 Construction

The improvements are more particularly described as follows:

Structure

External walls:	Bagged brick and clad
Internal walls/ceilings:	Essentially plasterboard, high ceilings
Floor:	Concrete
Roof:	Metal
Windows:	Timber framed (some are double glazed)

4.3 Building Areas

Buildings	Area sq m
Main living	3,727
Car accommodation	780
Outdoor areas	700

It must however be noted that a detailed survey of areas has not been commissioned in this regard. Accordingly, we recommend that you obtain a Building Survey from a qualified surveyor. If such further investigations reveal any inaccuracies in the above area calculations, this valuation will require revision. In such event we invite you to resubmit the valuation to us together with a Building Survey for this purpose.

4.4 Accommodation

The development includes 2 x 3 bedroom, 15 x 3 bedroom + study and 5 x 4 bedroom + study units. Each dwelling generally provides:

- Porch, entry;
- Formal and informal main living areas;
- Well equipped kitchen;
- Three or four bedrooms, each with a walk-in or built-in robe;
- Most units also have a study;
- Two well equipped bathrooms (main and ensuite to master);
- Internal laundry;
- Under-roof double garage;
- Established grounds. Some courtyards may also have one or more of the following features: deck, pergola, retaining wall, awning, watering system, bbq area;
- Heating/cooling systems. Most units also have solar panels.

Please note that some units have been extended and/or internally redesigned and their internal description may slightly differ. Heating/cooling is by owners. Unit 20 has an in-ground swimming pool.



4.5 Site Improvements

Common property improvements include bin enclosure, aggregate concrete path/driveway, security lighting, fencing and general landscaping with watering system.

4.6 Repair and Condition

Building Alterations and Enhancements

Only approved building alterations or internal modifications, with information provided by ACPLA and available as at the date of valuation, have been taken into account in this report. We are not aware of any other substantial modifications (although several kitchens and bathrooms have been renovated) and have based our assessment on replacement cost new of the original development including approved dwelling extensions and general improvements.

Building Structure

The improvements appear to be in a sound structural condition with a reasonable level of presentation.

We have only carried out an inspection of the exposed and readily accessible areas of the improvements. However, the valuer is not a building construction or structural expert and is therefore unable to certify the structural soundness of the improvements.

This document is a valuation report and not a structural survey, therefore, we must advise that we have not carried out a detailed structural survey, tested any of the services or unexposed or inaccessible portions of the premises and we have, for the purpose of this valuation, assumed that there are no such defects which would impact upon our valuation and in this respect, no one has brought to our attention any such defects.

Asbestos

Our valuation assumes the property is not affected by asbestos materials which are likely to have a negative impact on value, however, we are not qualified to comment as to the presence of any such asbestos materials within the property.

Survey

We have assumed that all improvements are located wholly within the boundaries of the property and do not encroach upon any easements which preclude development. We are not registered surveyors and have not been requested to commission a survey of the location of improvements on the land.

Soil Contamination

There are no visible signs of contamination to the subject property however, the only way that it could be certified that there is no contamination is by an independent environmental survey by an appropriate expert.

No soil analysis, geological studies or contamination report were ordered or made in conjunction with this report and, as such, it is assumed that there are no environmentally hazardous materials on, in, or near the property that would cause loss in value. As far as we are aware, there is no evidence to suggest that the property may have been contaminated by any such materials in its present or previous use and this valuation makes no such allowance. Should an environmental audit report prove otherwise, then the valuation should be returned to the Valuer for re-appraisal.

5 INSURANCE ASSESSMENT

The insurance assessment of the improvements is defined as the cost of replacing the improvements in compliance with current Building Codes and includes allowances for professional fees and any additional costs, which would normally be incorporated in the limit of liability.

The insurance assessment escalates the current replacement cost by incorporating allowances to cover, firstly, the likely cost increases during demolition, lead time and rebuilding periods, secondly the estimated costs of demolition and debris removal in the event of a serious loss, and thirdly the likely cost escalation during the currency of the policy year.

It must be noted that we do not profess to be quantity surveyors. This assessment has been determined on the basis of information as contained within Rawlinsons Australian Construction Handbook and reference to other industry sources. We have not been instructed to commission advice from a quantity surveyor in this regard and therefore advise that the indicated assessment is an estimate only, based on modern equivalent materials and construction technique. We therefore strongly recommend that advice from a quantity surveyor is commissioned in this regard prior to any decision-making process being completed.

Our insurance assessment excludes; unique planning and building requirements, such as requirements for unstable land, current or extinguished existing use rights attaching to the property, and unforeseen escalations in building and other related costs due to the high demand for building materials and labour due to large scale catastrophes and disasters. This assessment is on the basis of a single loss and not in the context of a more widespread catastrophe such as an earthquake, flood, or bushfire.

We have not been provided with an insurance policy document for the subject property nor are we aware of the limit of liability for the insured property.

6 INSURANCE CALCULATIONS

58 Shackleton Circuit, Mawson ACT 2607						
BUILDING COSTS						
Structural Improvements	Area sqm		Rates \$			Total \$
Main living	3,727	sq m at	\$3,000			\$11,181,000
Car accommodation	987	sq m at	\$1,300			\$1,283,100
Outdoor areas	780	sq m at	\$1,000			\$780,000
Other Improvements						
Driveway	4,200	sq m at	\$90			\$378,000
Fencing	570	m at	\$120			\$68,400
Landscaping	9,714	sq m at	\$150			\$1,457,100
Pool (unit 20)						\$60,000
TOTAL BUILDING COSTS (ex GST)						\$15,207,600
ADJUSTMENTS						
Demolition and removal of debris			\$769,160			\$15,976,760
Professional fees		9.00%	\$1,437,908			\$17,414,668
Increase in costs during initial year		5.00%	\$870,733			\$18,285,402
Plus GST		10.00%	\$1,828,540			\$20,113,942
LOSS OF INTEREST						
Planning, approvals and tendering		28	Weeks			
Construction period		78	Weeks			
		106	Total			
Estimated cost of funds		8.50%				
Proportion		8.66%	\$1,742,564			
					TOTAL	\$21,856,506
					ROUNDED	\$21,900,000
Cost Escalations	Year 1	5%	(Included above)			
	Year 2	5%				
	Year 3	5%				
Loss of rent during reconstruction period:						
2	x 3 bed units at	\$830	(average per week) =	\$1,660		
15	x 3 bed + study units at	\$850	(average per week) =	\$12,750		
5	x 4 bed + study units at	\$880	(average per week) =	\$4,400		
				\$18,810	per week	
\$18,810	per week for	106	weeks	equates to	\$1,993,860	
(Not included in the above assessment)						

7 VALUATION

We are of the opinion that the insurable value of 58 Shackleton Circuit, Mawson ACT 2607 on the basis set out herein and subject to the comments contained within this report, as at 13 June 2025 for insurance purposes, is as follows:

\$21,900,000
(Twenty-One Million Nine Hundred Thousand Dollars)
GST inclusive

These values are subject to the details contained within this Valuation Report. The values are provided inclusive of GST and subject to the statement of assumptions, conditions and limitations detailed within the Executive Summary of this report.

Elite Valuers Canberra

Valuer



Nicolas Leslé, AAPI
Certified Practising Valuer
Australian Property Institute

Date of Report

19 June 2025

Conditions

All data provided in this summary is wholly reliant on and must be read in conjunction with the information provided in the attached report. It is a synopsis only designed to provide a brief overview and must not be acted on in isolation. Please note this amended report supersedes our initial report of 18 June 2025.

8 INSTRUCTIONS

RE: Revaluation quote - 58 Shackleton Circuit, Mawson, ACT

 Robert Smyth <robert.smyth@westonadvisory.com.au>
To: nicolas@elitevaluers.com.au
Cc: jillphil1@bigpond.com

 This message has been replied to or forwarded.

 Reply  Reply All  Forward 

Wed 11/06/2025 4:36 PM

From: admin@elitevaluers.com.au <admin@elitevaluers.com.au> **On Behalf Of** nicolas@elitevaluers.com.au
Sent: Wednesday, 11 June 2025 4:20 PM
To: Robert Smyth <robert.smyth@westonadvisory.com.au>
Cc: jillphil1@bigpond.com
Subject: RE: Revaluation quote - 58 Shackleton Circuit, Mawson, ACT

Good afternoon Robert,

It was a pleasure talking to you earlier today. As discussed, please review the below schedule (you can amend if required) which will act as our instructions to proceed with the valuation. Please return it to us with your approval.

Client full name: UP622 (contact Robert Smyth)

Invoice to be made out to: Whittles (contact Adam Clements)

Valuation fee (includes GST): \$1,089.00

RE: Revaluation quote - 58 Shackleton Circuit, Mawson, ACT

 Robert Smyth <robert.smyth@westonadvisory.com.au>
To: nicolas@elitevaluers.com.au
Cc: jillphil1@bigpond.com

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Wed 11/06/2025 4:36 PM

Address of the property to be valued: 58 Shackleton Circuit, Mawson ACT 2607

Purpose of the valuation: Insurable value including loss of rental estimate

Current date / retrospective date: Current

Anticipated turn-around time: approx. 1 week after site inspection (planned 13/06/2025 at 2pm)

Please note that before the report is released, we need confirmation from Whittles that they will organise payment.

Kind regards

Nicolas Lesté
Certified Practising Valuer - AAPI
Elite Valuers Canberra



RE: Revaluation quote - 58 Shackleton Circuit, Mawson, ACT

 Robert Smyth <robert.smyth@westonadvisory.com.au>
To: nicolas@elitevaluers.com.au
Cc: jillphil1@bigpond.com

 This message has been replied to or forwarded.

 Reply  Reply All  Forward 

Wed 11/06/2025 4:36 PM

Thanks very much for the Schedule Nicolas.

All of that information is correct. I have also noted below that the valuation is to include a loss of rent estimate, information that was also provided by Egan's in 2021. I am planning on meeting with Whittles tomorrow (yet to be confirmed) and will ensure that payment approval is provided.

Kind regards

Rob Smyth

Robert Smyth
Joint Chair - 58 Shackleton Circuit, Mawson Body Corporate
Ph 0414 291 455

Multi-unit residential

Building maintenance guide

September 2018



This document has been developed in collaboration between Access Canberra, the Owners Corporation Network of the ACT (OCN), Housing Industry Association and Master Builders ACT.

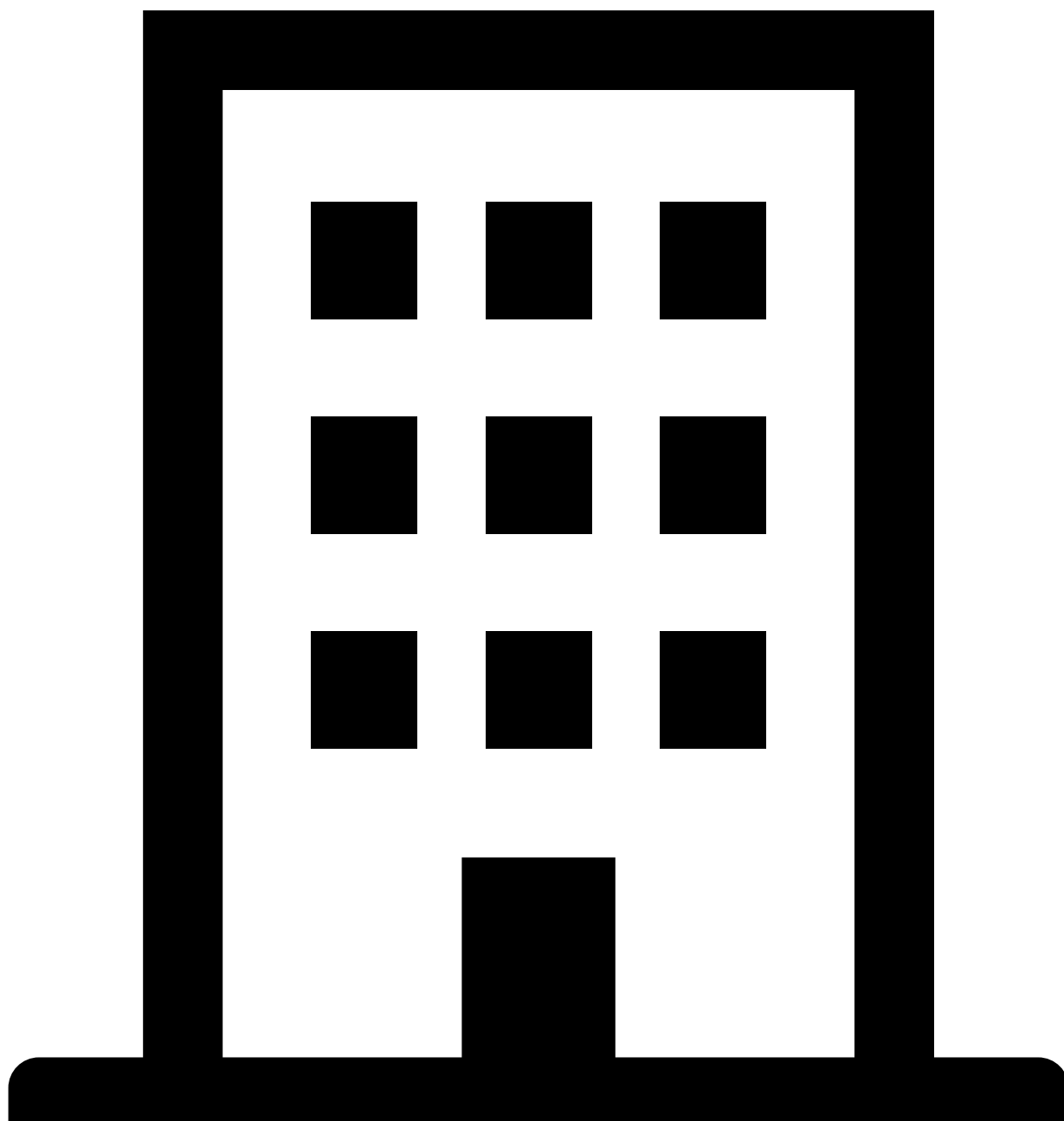
Disclaimer

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Introduction

Why Read this Guide?

Unit living is a great way to be close to city centres and suits a wide range of buyers – from those looking to break into the market, to upsize (or downsize), and those seeking to enjoy the benefits of common facilities.

Buying or living in a Units Plan can, however, be very different to that of a stand-alone property and often there is confusion if something breaks, degrades or is found faulty. It is important to be aware of who is responsible for unit repairs or other maintenance so disputes can be avoided.

Simple and timely maintenance can prevent longer term issues. This guide will assist in furthering understanding on where responsibility for maintenance sits as well as where to get further advice or assistance.

Who should read this guide?

The Building Maintenance Guide is a useful resource for unit owners, owners corporations and unit managers to understand their maintenance obligations. It does not replace independent legal advice and should be used as a guide only.

It is also a useful resource for architects, designers and builders to use when completing design and construction projects in unit plans.

For unit owners and owners corporations, the guide should be read in conjunction with the *Unit Titles Management in the ACT* guide which provides additional information on unit living.

How to use this guide – which section covers what?

Section 1 outlines maintenance responsibilities of unit owners, owners corporations and builders, including Access Canberra's role in investigating complaints and enforcing compliance.

Section 2 explains financial management, particularly the general fund (sometimes known as the administrative fund) and sinking fund.

Section 3 explains how to plan your maintenance program.

Section 4 provides maintenance requirements. It is intended that architects and designers will fill out this section at the design phase incorporating building specifications, and that builders will update and complete during construction.

Section 5 provides useful information to assist unit owners and owners corporations.

Building Types – knowing your A's from your B's

The *Unit Titles (Management) Act 2011* and associated regulations require the management of multi-unit residential properties. The unit title system provides the framework for the separate ownership and collective management of a building.



Did you know?

In other states 'unit title' may be known as 'strata title'. Unit title will be used in this guide.

When a parcel of land is subdivided, it is divided into lots and common property. The common property of a Units Plan are the areas that exist outside of a lot and are used by, and belong jointly to, all of the owners of the units within the Units Plan.

The registered Units Plan documents will indicate what areas of the Units Plan are deemed common property. Each subdivision involves a number of individual property owners sharing in the decision making about management, maintenance and operation of common property and shared services.

Units are generally broken into two categories of plans – Class A and Class B. Depending on which subdivision (A or B) your property belongs to may mean different responsibilities.

Below is an indicative snapshot of which types of properties fall into which category. However, you can double check which class yours is by checking the title of the unit on the ‘Certificate of Title’, or by asking your agent or conveyance solicitor, or for those already purchased, your Contract for Sale.

Type	Style	Typical subdivision	General responsibilities
Villa, Townhouses, Semi Detached and Detached Houses	One to two storeys with multiple dwellings on the same parcel of land or around central amenities such as pools or courtyards.	Usually part of a plan of subdivision called “Class B”, in which the individual owner owns the entire dwelling inside and out.	The individual owner in a Class B will be responsible for the maintenance of their lot and the buildings upon it.
Low rise	Two to three storey ‘walk ups’ comprising of small blocks of units.	Usually form part of a plan of subdivision called “Class A”.	Items that are the sole use/benefit of one owner (this includes own water and sewerage pipes) is the responsibility of individual owners not OC.
Medium rise	Four to eight storey developments, often comprising a mix of dwelling sizes. Can be ‘walk up’ or vertically integrated with lift access.		
High rise	Nine or more storeys of vertically integrated accommodation, with lift access.		



TOP TIPS

Still unsure if your Unit Plan is an A or B? You can do a title search through Access Canberra for a small fee. More information is available at <https://actlis.act.gov.au>

1. Who is Responsible for Repairs and Maintenance?

Unit Owners

In Class A Units Plans, the unit owner owns the inside of the unit but not the main structure of the building. Usually the individual owner owns from the inside of their lot to halfway out through the boundary walls, ceiling, and the floor.

In general, the owners corporation owns the walls, ceiling and floor from outside of the lot to halfway in. The internal walls within the unit (e.g. the wall between the kitchen and lounge room), floor coverings, light fittings and curtains are all the property of the unit owner.

Owners in a Class A plan can elect to have either the owners corporation or the owner maintain certain parts of the complex by agreement at a general meeting of owners. In doing so, the sinking fund can be impacted.

An example of key items may look like:

Class A Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
<i>Inside unit:</i>			
Flooring	X		
Windows and fly screens	X		Can be a shared responsibility with OC, usually 50/50 split depending on maintenance required e.g. locks are often responsibility of owners, but flyscreens OC. Some OCs will split maintenance with owners if window replacement is required.
Ceiling lining and cornices	X		
Walls lining/painting	X		
Doors	X		
Heating and cooling	X		Individual heating cooling units are the responsibility of owners, unless it is a shared system in which in would be OC or a 50/50 split.
Balconies	X	X	Unit owner's responsibility is to ensure it's kept clean. The OC may only have responsibility for repairs and structural maintenance.
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
<i>Common property:</i>			
Pool/gym/sauna		X	
Gardens, landscaping		X	
Paths and driveways		X	

Class A Maintenance Responsibility*

Building element	Unit owner	Owners Corporation (OC)	Other (ie. any caveats)
Doors/windows outside unit		X	
Intercoms/ security systems		X	
Parking/garage areas		X	
Roof		X	
Other:			
Pest control of complex		X	
Lifts/stairwells/corridors		X	
Fire control and safety of common areas		X	

*Indicative only

Insurance matters can be complicated depending on the complex. It's best to check with the broker, insurance or strata manager before making arrangements.

In a Class B the individual owner owns the main structure of their building - inside and out - and often owns land inside their front and backyard.

Owners in a Class B complex can also elect to have the owners corporation maintain certain parts of their lot, such as the roof or painted surfaces, via a General Meeting of Owners.

Class B Maintenance Responsibility*

Building element	Unit owner	Owners Corporation	Other
Inside unit:			
Flooring	X		
Windows and fly screens	X		
Ceiling lining and cornices	X		
Walls lining	X		
Doors	X		
Heating and cooling	X		
Balconies	X		
Appliances and fittings	X		
Benches, cabinets and joinery	X		
Shower screens	X		
Toilet and shower	X		
Lighting	X		
Common property:			
Pool/gym/sauna		X	
Gardens, landscaping		X	Common property gardening and landscaping is responsibility of OC. Owners are responsible only for that within their own property.

Class B Maintenance Responsibility*			
Building element	Unit owner	Owners Corporation	Other
Paths and driveways		X	If they are on common property. Note some driveways or paths may be a part of a unit in which the owner would be responsible.
Doors/windows outside unit		X	If in common areas
Intercoms/ security systems	X		Generally, intercoms/security systems are the unit owners responsibility but there are secure complexes where OC may have responsibility to maintain parts of the security system.
Parking areas		X	OC has responsibility for common parking areas (eg visitor) but not personal garages.
Roof	X		
Other:			
Pest control of common areas of complex	X	X	OC responsible for pest control in common areas and unit owners responsible for pest control in their unit. Stairwells within units and fire alarms within units are the unit owners responsibility. External stairwells are OC responsibility. Note: Some Class Bs may have pest control undertaken collectively by the OC for everyone's benefit.
Lifts/stairwells		X	
Fire control and safety of common areas		X	

Owners Corporations

The owners corporation manages the common property on behalf of all unit owners and is responsible for the control, maintenance, management and administration of the common property.

Within multi-unit residential buildings, major assets components can vary widely and can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating and car parking areas.

For mixed use strata complexes (residential and commercial) the owners corporation should consider many additional issues such as responsibility for facilities such as public toilets, waste removal and areas used, ventilation for restaurants, parking and freezer room locations.

Owners corporations are established to manage and maintain the common or shared property created when properties are unit-titled or subdivided.

All unit owners automatically become a member of the owners corporation. An Executive Committee is also established when the owners corporation is established. Until the first annual general meeting of the owners corporation, the Executive Committee comprises all the members of the owners corporation, that is, each unit owner.

The owners corporation manages the common property on behalf of all the unit owners and is responsible for the control, maintenance, management and administration of the common property.

Key obligations of an owners corporation are:

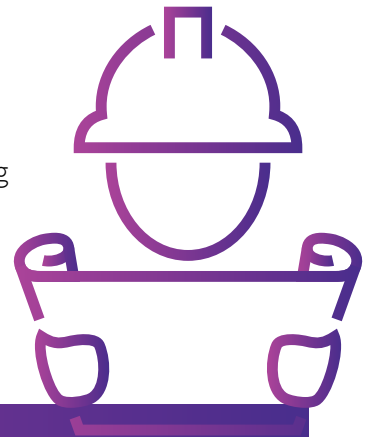
- establishing funds for property management and maintenance, including a rolling 10 year sinking fund plan for future repairs and replacements
- setting owners corporation levies each year
- engaging qualified, licensed and insured service contractors to carry out work, maintenance or repairs on the building(s) and common property

- adding to, amending and enforcing the articles or rules of the owners corporation
- taking out building insurance against defined events (such as storms and fire) and taking out other insurances required by law, for instance public liability insurance for the common property
- maintaining the common property in Class A complexes
- holding annual general or special meetings of owners
- keeping minutes of meetings
- paying bills and reconciling owners corporation expenditure and income
- preparing financial statements of accounts
- recording details of the ownership and occupancy of units in a corporate register
- keeping records of maintenance for essential items of plant and equipment – such as firefighting appliances and lifts
- providing information to owners and mortgagees about the unit scheme, including issuing a unit title certificate (also referred to as Section 119 Certificate) to unit owners who wish to sell their property
- the engagement of a units manager (if agreed)
- if necessary, commencing legal proceedings to recover damages for any harm caused to the building(s) or common property.

Builders

In the ACT, the first three months after completion of a property is generally regarded as the ‘minor defects liability period’ or ‘maintenance period’. During this time the builder should remedy and/or reinstate any items that become defective due to building movement or settling in, taking into account any warranties by manufacturers.

Important: builders are not required to rectify damage caused by the owner’s actions or those of other people engaged by the owner.



TOP TIPS

Details of defect liability periods are contained in individual building contracts – ensure you read these carefully, seek independent legal advice and ask questions to ensure you understand.

A good idea is to mark the liability period for your unit on your calendar and thoroughly check your property for any defects in this period.

If you identify an issue with the work of the builder, seek to resolve the issues directly with your builder in the first instance. Defects typically can relate to incomplete work, faulty fixtures or appliances, or issues of general workmanship. When considering workmanship, it is important that any issues are viewed in conjunction with one of the range of guides to standards and workmanship, which are produced by both industry and governments. These provide limits as to what is a defect and what is otherwise acceptable.

If you have a written contract with the developer, you should be aware of your contractual rights.

There are also limited timeframes associated with responsibility. The *Building Act 2004* provides a statutory warranty period of six years for structural elements of a building and two years for non-structural elements for all residential buildings. All buildings (including those greater than three storeys) are also covered by insurance for this purpose.

Important: for the purpose of statutory warranty a building does not generally include paving or a structure that is a fence, retaining wall, outdoor swimming pool, outdoor ornamental pond, mast, antenna, aerial, advertising device, notice or sign.

Construction Complaints

Sometimes things go wrong and cannot be resolved between the parties.

Access Canberra is responsible for investigating complaints about breaches of the *Construction Occupations (Licensing) Act 2004* (COLA) and associated operational acts including the *Building Act 2004*. Access Canberra's power to take action in relation to building disputes or complaints are generally limited to these acts.

The *Building Act 2004* and the *Building Regulation 2008* define and govern the performance of building work in the ACT.

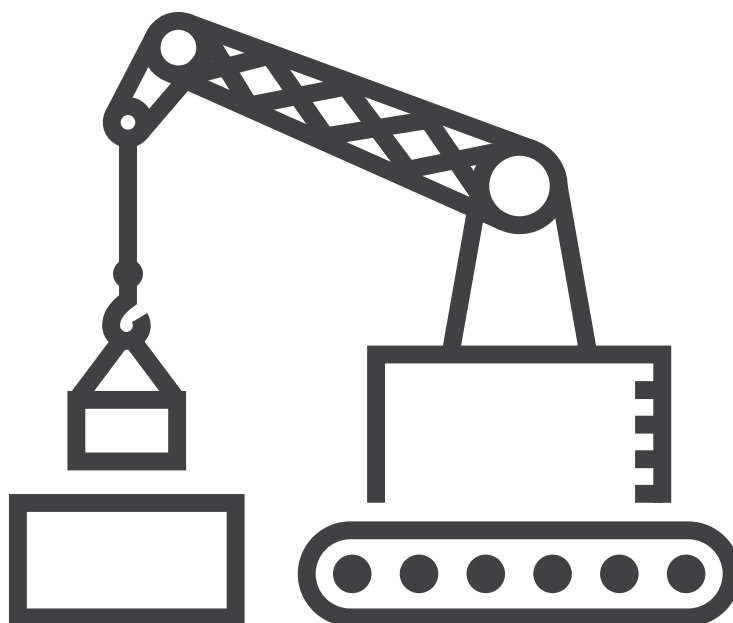
Complaints can be made to Access Canberra. You should provide any information that is relevant to the alleged breach.

Examples of Complaints

Examples of complaints that can be investigated by the Registrar include:

Did you know?

COLA is the principal legislation that governs the responsibilities of construction occupations licences including builders, plumbers, electricians and building certifiers.



- failing to comply with the Building Code of Australia
- whether building work has been carried out using appropriate materials and in a proper and skilful manner
- unacceptable standards of building work (refer to the Victorian Building Commission's Guide to Standards & Tolerances 2007) http://www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Some examples of issues the Registrar will not be able to investigate:

- contractual disputes – as this is a legal matter
- fit and finish issues – unless they are required for building code compliance.



TOP TIPS

Always seek to resolve issues firstly with the builder and seek independent legal advice if you have questions, concerns or issues.

2. Show Me the Money – Financial Management

Differences in Class A and B Subdivision Expenses

Generally, an owners corporation will organise a far greater range of maintenance activities in Class A plan of subdivision than in Class B. This is because in a Class A complex, the owners corporation will need to do such things as repaint the buildings, maintain the roof, gutters, downpipes, clean the stairwells, replace fences and maintain the common areas and facilities.

In a Class B complex, owners generally need to maintain a limited number of common facilities, which often consist only of driveways, letterboxes and common area lighting. Therefore the level of expenditure individual owners will be required to budget for will be generally higher in a Class A as opposed to a Class B.

General Fund (sometimes known as the Administrative Fund)

The owners corporation must establish an administrative fund for general administration purposes, and may also establish funds for special purposes by special resolution at a general meeting. At each annual general meeting the owners corporation must approve a general fund budget by ordinary resolution for the administrative fund and any special purpose funds. For the financial year the annual general meeting is being held, the general fund budget must detail:

- an estimate of the total contributions (sometimes referred to as body corporate fees or levies) to be paid into the general fund by the owners corporation members
- any estimate of any other amounts to be paid into the general fund such as proceeds of the sale of owners corporation property or 'fees to inspect' records
- an estimate of payments to be made out of the general fund such as insurance premiums, any recurrent expenses, utility costs for common property water, electricity and gas or day to day maintenance of the common property (for example, common area cleaning, lawn mowing and minor common property repairs or maintenance)
- fees for the Strata Manager (if engaged).



Did you know?

Examples of day to day maintenance expenses for the common property: common area cleaning, lawn mowing and minor common property repairs or maintenance.

Sinking Fund

If there are four or more units in a Units Plan, the owners corporation must establish and maintain an adequately funded sinking fund to provide for the future maintenance and upkeep of the common property and any other property the owners corporation holds. Unit Plans with less than four units may opt not to have a sinking fund but must still maintain the common property.

The sinking fund must be separate and distinguishable from all other money and funds of the owners corporation.

An inadequate sinking fund may lead to maintenance not being carried out which, in turn, can lead to problems with the amenity of the property and potentially more serious issues, such as those that might impact on the structural integrity of the building.

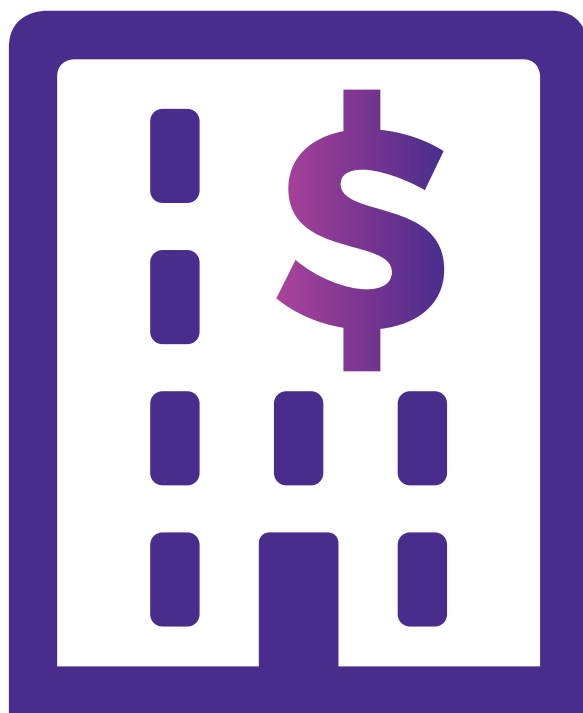
The owners corporation must approve a sinking fund plan by ordinary resolution within 12 months of the first annual general meeting for a ten year period beginning on the first day of the financial year following approval.

The plan must include:

- the expected sinking fund expenditure for at least the ten year period of the plan
- each financial year's total contributions required from members to meet the expected sinking fund expenditure for the financial year
- reserve an amount necessary to be accumulated to meet the expected expenditure over at least the remaining years of the plan.

Major expenditure to manage maintenance risks needs to be included in the plan. Major expenditure is generally on major assets which can include the building superstructure and its facade, hallway and shared spaces, lighting, pools/spas, gyms, gardens, shared water heating, and car parking areas. The adoption of the correct maintenance regime will ensure that financial expenditure is planned for within the sinking fund budget.

A sinking fund plan should also take into consideration eventual replacement of items beyond the ten year timeframe to ensure all costs are equitably distributed. An owners corporation may require the assistance of a professional to help create a comprehensive sinking fund plan. This advice may include the expected life of each of the components of the common property including components to provide water, sewerage and electricity and the potential refurbishment and replacement costs for each component. It may also include advice as to whether items of plant and equipment should be replaced or overhauled.



Did you know?

The sinking fund plan must be reviewed within four years of the plan being initially approved and then no later than every five years after each review. The owners corporation must approve, by ordinary resolution, a plan for the sinking fund (a sinking fund plan) for the 10 year period beginning on the first day of the financial year following the approval.

3. Maintenance Program

Ongoing building maintenance is the most cost-effective way to maintain the value of an asset and ensure the health and safety of the building's occupants. This means:

- the property is managed systematically
- building services can be monitored to assist their efficient use and reduce costs
- the standard and presentation of the property can be maintained.

Neglecting building maintenance may result in extensive and avoidable damage. Neglect can also increase fire and safety hazards that could result in property owners being found legally liable for any injuries.

A risk management strategy is a fundamental part of any maintenance program and it is a major determining factor in deciding whether preventative, scheduled or reactive maintenance programs are required to properly maintain common property facilities.

The following categories of maintenance will assist owners in planning and undertaking maintenance programs.

Cleaning

Cleaning is the simplest and often cheapest form of maintenance. Besides giving a bright appearance, cleaning can prevent build-up of moulds, overgrown plants or weeds and can prevent the build up of moisture becoming trapped, which can cause rust or rot.

Preventative Maintenance

Regular maintenance activities - such as repainting timber, sealing joints and keeping vents and pipes clear - can prevent damage occurring and often extends the life of the items.



TOP TIPS

An often neglected routine preventative maintenance is the cleaning of gutters which will help prevent blockages and internal water damage to dwellings and help prevent damage to gutters and downpipes.

Fire Safety Measures

Fire safety measures such as fire extinguishers and fire rated apartment or unit doors should, with some required by law, undergo routine maintenance to ensure that they operate correctly in the event of an emergency.

Corrective Maintenance

Repairing any faulty items can prevent more serious damage. For example, a noisy fan or basement garage door may be an indicator that a minor part needs to be replaced – if this is not done the fan or garage door motor may quickly fail and need to be replaced at far greater expense. Lifts are commonly maintained under a comprehensive lift maintenance agreement which limits the costs of lift related maintenance expenditure to a fixed price per annum and ensures prompt and efficient service in the event of a breakdown. Some unit titled complexes are locked into maintenance agreements by the developer. Unit purchasers need to check what agreements and contracts are in place for their building.

Emergency Corrective Maintenance

In some instances, unscheduled repairs will be required immediately for health, safety, security reasons. For example, roof repairs after storm damage, graffiti removal or replacing broken glass.

Rehabilitation or Replacement

When an item has reached the end of its useable or economic lifespan, it must be replaced. This covers items such as light bulbs, filters, pumps, door closers and termite protection. Within multi-unit properties there are critical building elements that require scheduled maintenance to ensure the safety, comfort and continued smooth operation of facilities for residents. Identifying the key common property assets, plant, equipment and facilities will allow for the owners to understand what needs to be maintained, to what standard and what type of maintenance regime is best suited to these common property components.

Specialist Help

For some issues, specialist help is useful. For example, if there are concerns about the structural integrity of a part of a building, it would be prudent to engage a structural engineer to identify the issue, its cause and its remedy to facilitate an acceptable outcome. Significant issues such as these may also require engagement of a legal professional to ensure that the correct documentation and legal determination of the relevant remedy is provided within the required timeframe.



Did you know?

Access Canberra can also assist with any questions about fair trading and building standards. Visit www.act.gov.au/accessCBR or phone 13 22 81.



4. Unit Owners Maintenance Requirements – Builder to Complete

To assist unit owners, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owner:

Unit No:

Building Name:

Location/Address:

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
Routine Maintenance					
Appliances and fittings					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Glazing					
Internal Plasterboard					
Wall & ceiling linings					
Cornices					
Joinery					
Windows					
Doors					
Door handles, hinges, locks and latches					
Fly screens					
Shower screens					
Benches, wall cabinets & vanities					
Internal Flooring					
Ceramic tiles					
Timber floorboards					
Carpet					

Building element	Maintenance Requirements <i>(include type of professional to undertake required maintenance)</i>	Product and Manufacturer <i>(including Alternative Building Solutions)</i>	Frequency	Warranty details	Tick if required for this building
Plumbing & Draining					
Tapware					
Pipes, drains and traps					
Balcony floor wastes					
Toilet Cistern					
Shower trays					
Electrical					
Interior lighting					
Smoke alarms					
Oven and stove tops					
Hot water service					
Gas Appliances					
Hot water service					
Heating					
Painting					
General					
Door-frames					
Balustrades					
Heating, Ventilation & Air Conditioning					
Air conditioning units					
Air vents, exhaust fans					
Balconies and Terraces					
Tiling and grouting					
Paving	(E.g. Removal of weeds and plant material and ensuring drains are not blocked)				
Parking					
Garage doors					
Door openers					

Note: The unit owner is responsible for the maintenance of any additional structural alterations or additions to the unit approved by the owners corporation e.g. installing of external air conditioning units or pergolas.

For additional maintenance requirements not contained in the table above, use the blank form at the back of this document.

Owners Corporation Maintenance Requirements – Builder to Complete

To assist the owners corporation, a builder should complete the following table, or something similar, throughout the construction phase and should provide this information to unit owners at the time of completion. The table details the building and products, and specific recommended maintenance requirements.

Note: most companies will provide their own maintenance requirement form and in these instances the form below will not be required.

Owners Corporation:

Unit Plan No:

Building Name:

Location/Address:

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
Routine Maintenance					
Pest control					
Condensation minimising	Use of exhaust fans and opening of windows will assist with condensation minimising.				
Foundation Footings & Slab					
Footings & foundations					
Slab					
Timber Construction					
Eaves					
Decks					
Balustrades					
External Surfaces					
Render					
Brickwork					
Mouldings					
Structural Steel & Metal Work					
Protective coating					
Glazing					
Windows and doors					
Glass balustrades					

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building
Roofing					
Iron/battens					
Flashing					
Roofing					
Bird-proofing					
Internal Flooring (main foyer and hallways)					
Ceramic tiles					
Carpet					
Plumbing & Draining					
External taps					
Pipes, drains and traps					
Membranes on balconies					
Gutters (including box gutters)					
Downpipes					
Rain water tanks					
Stormwater					
Basement inspection outlets					
Plumbing under roads, paths, tiles					
Intelligent Building Systems & Controls					
Waterproofing Systems					
Electrical					
External lighting					
Switchboard & meter box					
Solar panels					
Painting					
Common areas					
External walls on balconies					
Balustrades on balconies					
Heating, Ventilation & Air Conditioning					
Boilers and heater controllers					
Cooling water towers					

Building element	Maintenance Requirements (include type of professional to undertake required maintenance)	Product and Manufacturer (including Alternative Building Solutions)	Frequency	Warranty details	Tick if required for this building

Security Systems

Intercoms					
Surveillance cameras					
Security doors, gates & controllers					

Lifts

Lift cars					
Lift motors					
Lift controllers					

Pools, Spas and Gymnasiums

Pool fence					
Pool or sauna heater					
Thermostats, heating and ventilation control devices					
Water pumps and filters					

Parking

Garage doors					
Door openers					
Bike storage facilities					

Landscaping & External Works

Timber fence					
Steel fence					
Concrete					
Paving					
Plants					
Trees					



5. Essential Services Maintained by the Owners Corporation

The table below details the Schedule of Essential Safety Measures in accordance with the Australian Standards required for multi-unit residential properties. If defects or faults are observed they should be immediately inspected by a suitably qualified industry professional. The timeframes are recommendations only and may vary depending on products used.

Building Fire Systems

Essential safety measure <i>(including Alternative Building Solutions)</i>	Nature and/or frequency of test or inspection	Tick if required for this building
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	As per AS 1851 - Section 2 if sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability	
Fire doors (including sliding fire doors and their associated warning systems), fire-rated apartment doors and associated self-closing, automatic closing and latching mechanisms	Every three to 12 months as per AS 1851 - Section 17 check operation of handles closers and electronic strikes	
Fire windows (including windows that are automatic or permanently fixed in the closed position)	Every three months as per AS 1851 - Section 17 for damage, deterioration or unauthorised alteration, BCA	
Fire wall penetrations (including fire dampers and fire stopping of service penetrations)		
Solid core doors and associated self-closing and latching mechanisms	Annual inspection for damage, deterioration and check operation of closers, handles and electronic strikes	
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Every three months as per AS 1851 - Check operation of closers, handles and electronic strikes	
Building occupant warning system	Monthly as prescribed AS 1851 Section 9	
Fire hydrant system (including on-site pump set and fire service booster connection)	Weekly to AS 1851 Section 4 where pumps are installed or six monthly to AS1851 Section 4. Annual inspection to ensure compliance of construction and contents with BCA	
Fire hose reel system	Every six months to AS 1851 Section 14	
Sprinkler system	Weekly to AS 1851 Section 21	
Portable fire extinguishers	Every six months to AS 1851 Section 15.4	
Fire control centres (or rooms) including location coding	Annual inspection to ensure compliance of construction and contents with BCA	

Access, Exits and Lifts

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Paths of travel to exits	Inspection every three months to ensure there are no obstructions and no alterations	
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire isolated passageways)	Inspection every three months to ensure there are no obstructions and alterations	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware	

Signage

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Exit signs (including direction signs)	Every 6 months to AS 2293.2	
Signs warning against the use of lifts in the event of fire	Annual inspection to ensure the warning sign is in place and legible	
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to storey is available	Annual inspection to ensure the warning sign is in place and legible	
Signs alerting persons that the operation of doors must not be impaired	Annual inspection to ensure the warning sign is in place and legible	

Lighting

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Emergency lighting	Every 6 months to AS/NZS 2293.2	

Air Handling and Ventilation Systems

Essential safety measure	Nature and/or frequency of test or inspection	Tick if required for this building
Smoke hazard management systems: • automatic air pressurisation systems for fire-isolated exits • zone smoke control system automatic • smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums) • air handling systems that do not form part of a smoke hazard management system and which may unduly contribute to the spread of smoke • miscellaneous air handling systems covered by Section 5 and 11 of AS/NZS 1668.1	Quarterly and as prescribed in AS 1851 Section 18. Documentation covering maintenance records required to implement the maintenance program shall be provided by the builder and retained by the units manager to record the maintenance carried out in accordance with 18.2.4.1 and 18.2.4.2.	
Carpark mechanical ventilation system	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 Section 18	

6. Useful Information

External and Interior Surfaces Colours and Types

The tables below details the products, including types and colours for external and internal surfaces, used throughout the construction of your unit and the common property. This is intended to assist with colour matching paint, tiles and roof tiles etc.

Common Areas

Surface	Manufacturer	Type	Colour
Brick			
Roof tiles/sheeting			
Pavers			
Floor Tiles			
Wall Tiles			
Carpet			
Glazing			

Paint

Internal			
Architraves			
Doors			
Ceilings			
External			

Units

Surface	Manufacturer	Type	Colour
Floor Tiles			
Wall Tiles			
Carpet			

Paint

Internal			
Architraves			
Doors			
Ceilings			

Important Telephone Numbers

Contact	Name	Phone number
Emergency Services		000
Builder		
Units Manager		
Executive Committee		
Plumber		
Electrician		
Pest Control		
Gas (faults & emergencies)		
Electricity (faults & emergencies)		
Water (faults & emergencies)		
Maintenance Person		
Access Canberra		13 22 81

Useful Links

Building Technology Files (BTF) for Home-owners and Professionals

www.publish.csiro.au/books/series/42

Guide to Standards & Tolerances 2007

www.vba.vic.gov.au/_data/assets/pdf_file/0019/18127/Guide-to-Standards-and-Tolerances-2007.pdf

Guide to the Obligations of Owners Corporation Managers

www.act.gov.au/accessCBR

Unit Titles Dispute Resolution Guide

www.act.gov.au/accessCBR

Unit Titles (Management) Act 2011

www.legislation.act.gov.au/a/2011-41

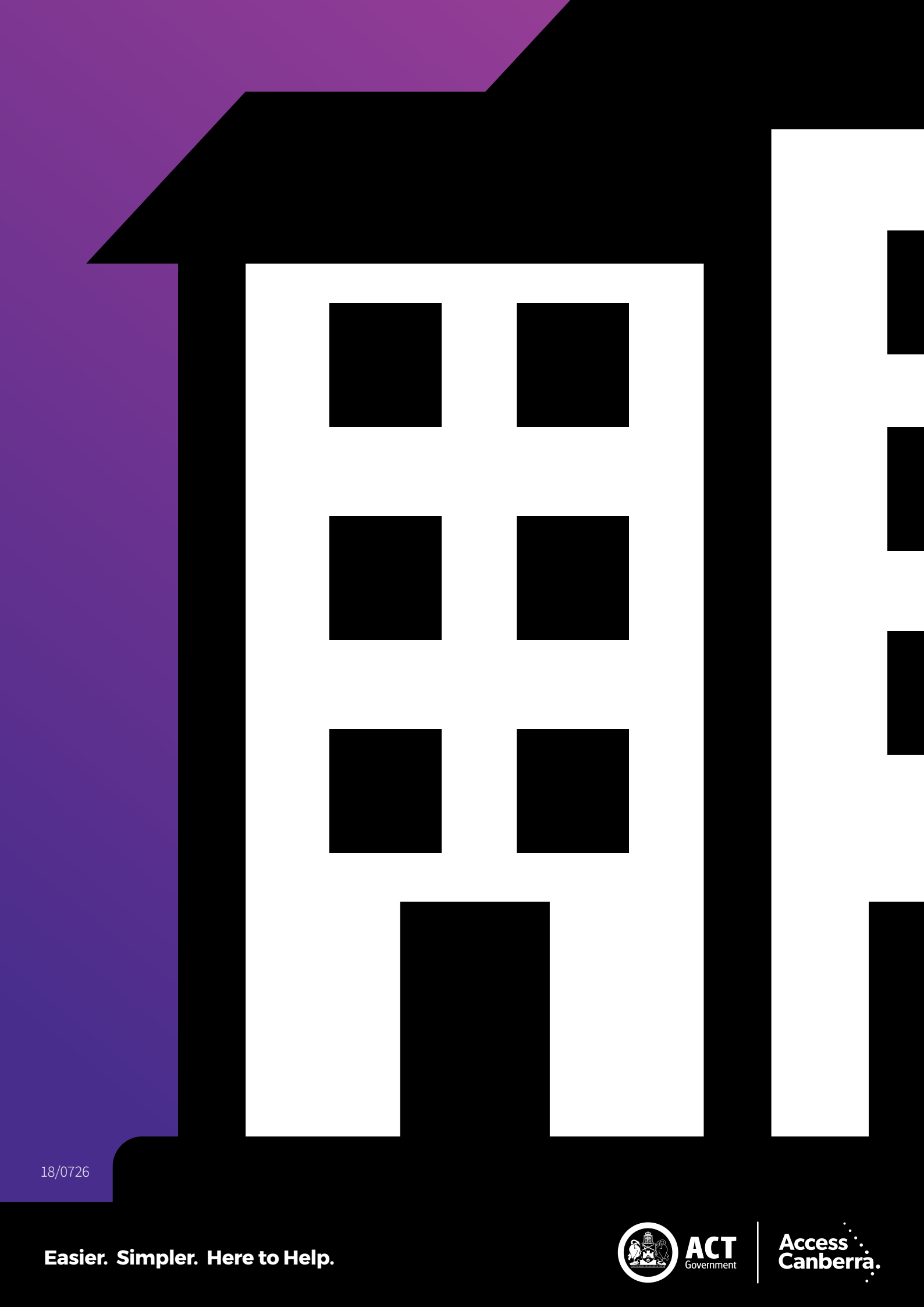
Owners Corporation Network of the ACT (OCN)

www.ocnact.org.au

Additional Requirements

This annexure is to be used to document building elements unique to individual buildings.

[illegible]



Sinking Fund Plan

Shackleton Park

58 Shackleton Circuit, Mawson ACT, 2607

Scheme Number: 622



COMPILED BY SIMON VINCENT

**On 28 May 2019 for the
15 Years Commencing: 1 June 2019
QIA Job Reference Number: 141943**

Professional Indemnity Insurance Policy Number 96 0968886 PLP
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INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

LOCATION

58 Shackleton Circuit, Mawson ACT, 2607

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$3.50
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$54,000.00
The proposed Sinking Fund Levy per entitlement is:	\$3.54

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

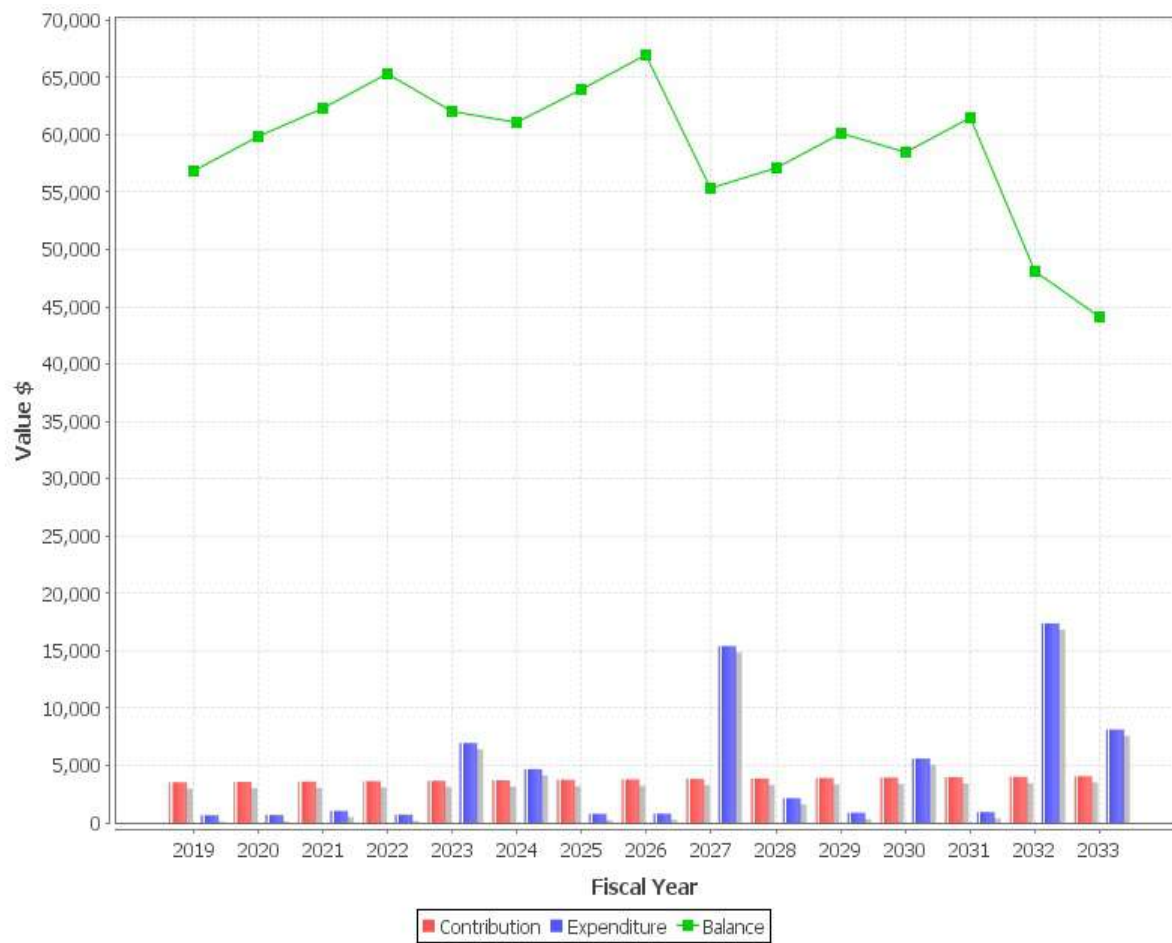
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget.

SINKING FUND FINANCIAL SUMMARY

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/06/2019	\$54,000	\$3,537	\$3.54	\$660	\$56,877
2	01/06/2020	\$56,877	\$3,572	\$3.57	\$680	\$59,770
3	01/06/2021	\$59,770	\$3,608	\$3.61	\$1,049	\$62,329
4	01/06/2022	\$62,329	\$3,644	\$3.64	\$721	\$65,252
5	01/06/2023	\$65,252	\$3,681	\$3.68	\$6,955	\$61,978
6	01/06/2024	\$61,978	\$3,717	\$3.72	\$4,692	\$61,003
7	01/06/2025	\$61,003	\$3,755	\$3.75	\$788	\$63,970
8	01/06/2026	\$63,970	\$3,792	\$3.79	\$812	\$66,950
9	01/06/2027	\$66,950	\$3,830	\$3.83	\$15,414	\$55,366
10	01/06/2028	\$55,366	\$3,868	\$3.87	\$2,149	\$57,086
11	01/06/2029	\$57,086	\$3,907	\$3.91	\$887	\$60,106
12	01/06/2030	\$60,106	\$3,946	\$3.95	\$5,603	\$58,449
13	01/06/2031	\$58,449	\$3,986	\$3.99	\$941	\$61,494
14	01/06/2032	\$61,494	\$4,025	\$4.03	\$17,386	\$48,133
15	01/06/2033	\$48,133	\$4,066	\$4.07	\$8,130	\$44,069

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

June 2019		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$660
<u>Total Forecast Expenditure for year - June 2019 (Inc GST):</u>		<u>\$660</u>
Includes GST amount of :		\$60
June 2020		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$680
<u>Total Forecast Expenditure for year - June 2020 (Inc GST):</u>		<u>\$680</u>
Includes GST amount of :		\$62
June 2021		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$700
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$349
<u>Total Forecast Expenditure for year - June 2021 (Inc GST):</u>		<u>\$1,049</u>
Includes GST amount of :		\$95
June 2022		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$721
<u>Total Forecast Expenditure for year - June 2022 (Inc GST):</u>		<u>\$721</u>
Includes GST amount of :		\$66

June 2023		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$743
EXTERNAL WORKS		
- Repaint letter boxes/bin enclosure/signage structure		\$3,826
FURNITURE & FITTINGS		
- Maintain signage		\$1,275
- Provision to replace mail boxes 33% of total		\$1,111
<u>Total Forecast Expenditure for year - June 2023 (Inc GST):</u>		<u>\$6,955</u>
Includes GST amount of :		\$632
June 2024		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$765
EXTERNAL WORKS		
- Maintain common pipework		\$3,546
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$381
<u>Total Forecast Expenditure for year - June 2024 (Inc GST):</u>		<u>\$4,692</u>
Includes GST amount of :		\$427
June 2025		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$788
<u>Total Forecast Expenditure for year - June 2025 (Inc GST):</u>		<u>\$788</u>
Includes GST amount of :		\$72

June 2026		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$812
<u>Total Forecast Expenditure for year - June 2026 (Inc GST):</u>		<u>\$812</u>
Includes GST amount of :		\$74
June 2027		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$836
DRIVEWAY		
- Maintain driveway 2% of total		\$12,267
EXTERNAL WORKS		
- Ongoing partial maintenance of pathways 20% of total		\$1,895
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$416
<u>Total Forecast Expenditure for year - June 2027 (Inc GST):</u>		<u>\$15,414</u>
Includes GST amount of :		\$1,401
June 2028		Expense Inc GST
MISCELLANEOUS		
- Capital Replacement - General		\$861
FURNITURE & FITTINGS		
- Provision to replace mail boxes 33% of total		\$1,288
<u>Total Forecast Expenditure for year - June 2028 (Inc GST):</u>		<u>\$2,149</u>
Includes GST amount of :		\$195

June 2029	Expense Inc GST

MISCELLANEOUS

- Capital Replacement - General	\$887

<u>Total Forecast Expenditure for year - June 2029 (Inc GST):</u>	<u>\$887</u>

Includes GST amount of :	\$81

June 2030	Expense Inc GST

MISCELLANEOUS

- Capital Replacement - General	\$914

EXTERNAL WORKS

- Maintain common pipework	\$4,235

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$455

<u>Total Forecast Expenditure for year - June 2030 (Inc GST):</u>	<u>\$5,603</u>

Includes GST amount of :	\$509

June 2031	Expense Inc GST

MISCELLANEOUS

- Capital Replacement - General	\$941

<u>Total Forecast Expenditure for year - June 2031 (Inc GST):</u>	<u>\$941</u>

Includes GST amount of :	\$86

June 2032	Expense Inc GST

MISCELLANEOUS

- Capital Replacement - General	\$969

DRIVEWAY

- Maintain driveway 2% of total	\$14,221

EXTERNAL WORKS

- Ongoing partial maintenance of pathways 20% of total \$2,196

Total Forecast Expenditure for year - June 2032 (Inc GST): \$17,386

Includes GST amount of : \$1,581

June 2033

Expense
Inc GST

MISCELLANEOUS

- Capital Replacement - General \$998

EXTERNAL WORKS

- Repaint letter boxes/bin enclosure/signage structure \$5,141

FURNITURE & FITTINGS

- Provision to replace mail boxes 33% of total \$1,493

- Ongoing partial replacement of exterior lighting \$497

Total Forecast Expenditure for year - June 2033 (Inc GST): \$8,130

Includes GST amount of : \$739

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
MISCELLANEOUS																		
- Capital Replacement - General	\$582	2019	0	660	680	700	721	743	765	788	812	836	861	887	914	941	969	998
DRIVEWAY																		
- Maintain driveway 2% of total	\$8,547	2027	5									12267					14221	
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2024	6						3546						4235			
- Ongoing partial maintenance of pathways 20% of total	\$1,320	2027	5									1895					2196	
- Repaint letter boxes/bin enclosure/signage structure	\$3,000	2023	10					3826										5141
FURNITURE & FITTINGS																		
- Maintain signage	\$1,000	2023	12					1275										
- Provision to replace mail boxes 33% of total	\$871	2023	5					1111					1288					1493
- Ongoing partial replacement of exterior lighting	\$290	2021	3			349			381			416			455			497
Total																		
Includes GST amount of				660 60	680 62	1049 95	721 66	6955 632	4692 427	788 72	812 74	15414 1401	2149 195	887 81	5603 509	941 86	17386 1581	8130 739

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
MISCELLANEOUS																		
- Capital Replacement - General	\$582	2019	0	660	680	700	721	743	765	788	812	836	861	887	914	941	969	998
DRIVEWAY																		
- Maintain driveway 2% of total	\$8,547	2027	5	1207	2451	3732	5052	6411	7811	9252	10737	12267	2679	5438	8279	11206	14221	3048
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2024	6	548	1113	1694	2293	2910	3546	655	1329	2024	2739	3476	4235	771	1566	2384
- Ongoing partial maintenance of pathways 20% of total	\$1,320	2027	5	187	379	577	780	990	1207	1429	1659	1895	414	840	1278	1730	2196	471
- Repaint letter boxes/bin enclosure/signage structure	\$3,000	2023	10	721	1463	2227	3015	3826	448	910	1386	1876	2381	2901	3436	3988	4556	5141
FURNITURE & FITTINGS																		
- Maintain signage	\$1,000	2023	12	240	488	742	1005	1275	127	258	393	532	675	822	974	1130	1291	1457
- Provision to replace mail boxes 33% of total	\$871	2023	5	209	425	647	875	1111	243	492	750	1015	1288	281	571	869	1176	1493
- Ongoing partial replacement of exterior lighting	\$290	2021	3	113	229	349	123	250	381	135	273	416	147	299	455	161	326	497
TOTAL ACCRUALS				3225	6548	9619	13143	10561	9836	13131	16527	5447	9035	14057	14538	19855	8915	7360

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the repair, replacement or overhaul of the items identified in this report. However as there is no definitive scope of works for the repair, replacement or overhaul of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report does not consider or make recommendations as to the condition of gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.





LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	22	Block	6	Section	40	Suburb	MAWSON

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

No **Yes**

1. Have any notices been issued relating to the Crown Lease? (X) ()
2. Is the Lessor aware of any notice of a breach of the Crown Lease? (X) ()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) ☐ () (X)
Certificate Number: 37413 Dated: 21-AUG-90
4. Has an application for Subdivision been received under the Unit Titles Act? (see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? (see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023? (see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)? (see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) (see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023? (see report)
- 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? (see report)

Applicant's Name : Vevers, Ben
E-mail Address : ben@mcgilvraylaw.com.au
Client Reference : 26403

Date: 25-MAY-26 13:22:44



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

25-MAY-2026 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

INFORMATION ABOUT THE PROPERTY

MAWSON Section 40/Block 6/Unit 22

Building Class: B

Area(m2): 27,939.4

Unimproved Value: \$11,000,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

25-MAY-2026 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 5

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200501078 **Lodged** 15-MAR-05 **Type** Multi-residential

-- Application Details -----

Description

Extend study into garage by 1m and storage cupboard. Extend bedrooms 2 and 3. Extend meals area to the external line of existing residence.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	40	6-6	18

-- Involved Parties -----

Role	Name
Applicant	Fischer
Lessee	Fischer

-- Activities -----

Activity Name

Da - No Notification

Status

Approval Conditional

Application DA20012059 **Lodged** 01-JUN-01 **Type** Multi-residential

-- Application Details -----

Description

Additon to living room and new powder room to unit 8

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	40	6-6	8

-- Involved Parties -----

Role	Name
Applicant	Jezek
Contact	Jezek

-- Activities -----

Activity Name

Da - (Dap)

Status

Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

25-MAY-2026 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 5

Application DA954881 **Lodged** 01-DEC-95 **Type** Single Dwelling

-- Application Details -----

Description

PROPOSED EXTENSION TO RESIDENCE

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	40	6-6	2

-- Involved Parties -----

Role	Name
Applicant	Alcock

-- Activities -----

Activity Name

Ba Single Hse (Public Notif)

Status

Approved

Application DA954545 **Lodged** 08-NOV-95 **Type** Single Dwelling

-- Application Details -----

Description

extension

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	40	6-6	14

-- Involved Parties -----

Role	Name
Applicant	Just-Rite Insulation P/L

-- Activities -----

Activity Name

Ba Single Hse (No Notif)

Status

Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

25-MAY-2026 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 5

Application DA942472 **Lodged** 25-MAY-94 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	40	6-6	20

-- Involved Parties -----

Role	Name
Applicant	Mirrambeena Investments P/L

-- Activities -----

Activity Name	Status
D+S Multiple Dwelling	Approved

Application DA934400 **Lodged** 19-JUL-93 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	40	6-6	8

-- Involved Parties -----

Role	Name
Applicant	Jezek

-- Activities -----

Activity Name	Status
D+S Multiple Dwelling	Approved

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

25-MAY-2026 13:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 5

Sect	Blk	DA No.	Description	Overlay Policy	Status
40	8	202443176	PLANNING ACT 2023 - PROPOSAL FOApproval Conditional SUNROOM - Partial demolition of pergola, construction of a new sun room and associated works.		30-AUG-24

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash. Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

---- END OF REPORT ----



Residential REPORTS

PRESALE REPORT

22/58 Shackleton Circuit

Mawson

REPORT PREPARED

10 June 2026



35 Poynton Street Hughes



6288 0402



info@residentialreports.com.au

ADDRESS	22/58 Shackleton Circuit Mawson	
CLIENT	The Estate of Barbara Garland Garland	
OCCUPANCY STATUS	unoccupied - the dwelling was furnished at the time of inspection	
INSPECTOR - Adam Macie	INSPECTION DATE - 9 June 2026	WEATHER CONDITIONS - Fine
JOB REFERENCE - 46884	BLOCK - 6	SECTION - 40

INSPECTION DATA SUMMARY

YEAR OF DEVELOPMENT (APPROX. ISSUE OF FIRST CERTIFICATE OF OCCUPANCY)	1990
AREA DETAILS (APPROX. SQM)	- Residence - not indicated on plans - Garage - not indicated on plans - Block size - 748sqm
WALL CONSTRUCTION	brick veneer construction. For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Brick Veneer Walls
ROOF CONSTRUCTION	timber truss construction corrugated metal roof covering
FLOOR CONSTRUCTION	concrete slab construction
ENERGY RATING	4 stars
CONSTRUCTION	the dwelling is of adequate construction and structural workmanship for this type of residential development and its condition is commensurate with the era of construction, design, age and use
MAINTENANCE	there are maintenance items detailed in this report, please read the entire report
TIMBER PEST REPORT	- please review the entire report, including the <i>Timber Pest Overview and Recommendations</i> section, for complete details and context - no evidence of active subterranean termites (live species) was found at the time of our inspection
COMPLIANCE REPORT	For details on structures in this block and section, see the compliance report

IMPORTANT: This report is intended to be read in its entirety. You must carefully read the full document including Detailed Inspection Information, Warranty & Use and Scope & Limitations prior to making any critical decisions. The above Data Summary is supplementary to the Report and should not be used as a standalone reference. It is imperative to review the complete Report and in the case of any discrepancies between the Report and the above comments, the information in the detailed Report is the final authority. The reader is requested to immediately contact us if any content is not fully understood and requires clarification or further explanation. We value the opportunity to work on this inspection project and wish you all the best as you evaluate this property.

Signed on behalf of:

Residential Reports Pty Limited ABN 38 609 880 122

Adam Macie

Adam Macie

Building & Timber Pest Assessor

INSPECTION SCOPE – INTRODUCTION FOR THE READER

The reader must refer to the comprehensive Warranty & Use and Scope & Limitations at the end of this report.

This report is written with reference to the Australian Standards outlined in our Scope & Limitations and is the result of a largely visual inspection only as required by the Standards. The inspection has been conducted to identify notable defects, insofar as an inspector can reasonably identify them and considering the building's age. Comments are provided primarily for items that could impact property value, normal wear and tear for an older building may not be detailed. If there are any discrepancies between the "Summary" and the Detailed Report, the Detailed Report should be relied upon. Where testing is undertaken and there are adverse findings, details will be noted. We do not inspect features such as electrical appliances, utilities, or swimming pool/s and equipment; qualified technicians should be consulted. This report does not quantify ongoing maintenance, upgrades, cosmetic works, or minor defects. If present, significant defects will be noted, and further investigation may be recommended. Where reference has been made to termites (live species, activity or prior activity) and maintenance or defects of significance, we strongly advise that prior to making any critical decisions, that the services of a suitably qualified tradesperson be engaged to quantify remedial action. Report comments may seem repetitive to emphasise that all inspected elements have been reviewed and a summary of inspection items is included at the end of the report for your reference.



STANDARD INDICATORS EXPLAINED

Our Inspector uses the terms below to describe the condition of building elements. The inspection is visual and conducted under normal lighting. These terms consider factors like the building's age, construction quality and type. Keep in mind that what is considered "good" may vary between an older and a modern building. There are no estimates for repair costs reported, as these depend on your service provider and chosen action:

GOOD	The feature is generally in good condition and does not require major repairs. Minor imperfections in the finish or structure may be present. For elements like windows and doors, the observation refers to a visual inspection only, focusing on substantial defects affecting the property, not operational issues.
FAIR	The feature is functional but has deteriorated and would benefit from cosmetic or remedial repair work.
POOR	The feature in the inspector's opinion, requires remedial action. Repairs or replacement are considered necessary rather than discretionary.
NO SIGNIFICANT DEFECTS	This condition is applied when no significant structural or functional defects are observed. Minor issues may be present, and any remedial action is discretionary.
DEFECTS HAVE BEEN IDENTIFIED	This condition is applied where the inspector has identified defects that require remedial action or investigation considered necessary rather than discretionary.



IMPORTANT NOTE

Your inspector has conducted a comprehensive visual site assessment following Australian Standards for the Building Report and Timber Pest Report. Whilst the reports are considered separate, we've organised all the data for each area into a single table for your convenience. For example, when commenting on fences, you'll find information on both building maintenance and pest considerations in the one table. Where suspected water leakage, termite activity, active or latent, or building defects have been identified in this report, we strongly suggest further investigation. **The reader must refer to the comprehensive Warranty & Use and Scope & Limitations contained in this report as it contains important advice for intending purchasers and for the owner of this building.** A proactive approach to building maintenance and timber pest management is essential to the upkeep of the property.

INTERIOR

Entrance

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom One

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom Two

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Bedroom Three

ceilings and cornices	fair to good there is minor cracking to the timber trim intersection to the cupboard ceiling
architraves and skirting boards	good
walls	good
doors and windows internal	good

Ensuite

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
toilet suite	good
ventilation	• ceiling fan unit (with heat lamps) • ventilation is provided by a ceiling mounted exhaust fan
water leakage	• no water leakage detected in accessible areas
wall tiles	good
floor tiles	good
fit-out	good
bath	good
hardware, fixtures and fittings	good

Bathroom and Toilet Area

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
vanity/hand basin	good
shower screen	good
ventilation	• ceiling fan unit (with heat lamps) • ventilation is provided by a ceiling mounted exhaust fan
toilet suite	good
water leakage	• no water leakage detected in accessible areas
wall tiles	good
floor tiles	good
fit-out	good
hardware, fixtures and fittings	good

Laundry

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good
laundry tub	good
water leakage	• no water leakage detected in accessible areas
ventilation	• there is no mechanical ventilation
wall tiles	good
floor tiles	good
hardware, fixtures and fittings	good

Kitchen and Family Area

ceilings and cornices	good there are some visible joints to the ceiling lining - this was considered to be an appearance defect and not structurally significant at the time of inspection
architraves and skirting boards	good
walls	good
doors and windows internal	good
sink	good
splashback	good
ventilation	ventilation is provided by an externally ducted range hood
hardware, fixtures and fittings	good
kitchen fit-out	fair to good the kitchen fit-out is in functional condition with normal wear and tear evident

Study

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	fair to good the latchset requires minor adjustment

Living and Dining Room

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Hallway

ceilings and cornices	good
architraves and skirting boards	good
walls	good
doors and windows internal	good

Roof Cavity

insulation	the roof cavity is insulated with fibreglass batts
sarking	- sarking has been installed in the roof cavity. - For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Sarking
roof construction	timber truss construction
termites - roof void	no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - roof void	no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection

Roof Cavity	
borers - roof void	no evidence of borer damage was sighted in areas accessible at the time of the inspection

Interior/Main Dwelling	
termites - interior	no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - interior	no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - interior	no evidence of borer damage was sighted in areas accessible at the time of the inspection

Inspection Items	
roof exterior	no significant defects • corrugated metal roof covering • the condition of the metal roof covering is commensurate with the age of construction, typically over time some fixings will ease and the sheeting will deflect and there can be oxidation of the metal surface At this inspection we found no evidence of roof leakages
gutters and downpipes	no significant defects
eaves, fascia and barge ends	defects have been identified • there is timber decay to a timber at the gutter end at the rear of the property • damage in the area/s noted appears to be slight
wall construction exterior	no significant defects • brick veneer construction. For more information: visit residentialreports.com.au, click on 'resource library' and refer to the publication - Brick Veneer Walls
doors and windows external	no significant defects
floor construction	no significant defects • concrete slab construction • there is no evidence that the floor has any significant defects, floor coverings prohibit a visual inspection so it is possible that some minor defects may be concealed
driveway	no significant defects • the condition of the driveway paving is commensurate with the age of the development, typically over time the paving will develop cracks and undulations often as a result of tree root intrusion or the subsidence of the sub soil. This deterioration is primarily cosmetic in nature, and vehicle access remains generally acceptable
paths and paving	no significant defects • the condition of the paving is commensurate with the age of the development, typically over time the paving will develop cracks and undulations often as a result of tree root intrusion or the subsidence of the sub soil
grounds	no significant defects
solar unit	• solar panels have been installed; the solar installation is not included in this inspection therefore, we do not comment on any aspect of its operation. Where solar panels have been installed, we are unable to apply a condition to the area of roof covering beneath due to restricted access
fences and gates	not applicable
Subfloor	
slab n/a	• not applicable, slab on fill construction

Garage	
description	the double garage is under the roof line
wall construction exterior	good brick construction
floor construction	good concrete slab construction
doors	good two roller doors have been fitted
ceilings and cornices	fair - there are some undulations to the ceiling lining, these are considered an appearance defect, the ceiling is serviceable - there is some minor movement cracking to the ceiling lining - this is a cosmetic matter and repairs required are minimal
doors and windows internal	good
termites - garage	no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - garage	no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - garage	no evidence of borer damage was sighted in areas accessible at the time of the inspection
walls	good

Deck	
decking timbers	good
deck support posts	no condition has been applied we were unable to inspect all areas of the deck substrate, therefore we cannot comment on the overall condition of posts that are not visible
structural integrity	good
termites - deck pergola	no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - deck pergola	no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - deck pergola	no evidence of borer damage was sighted in areas accessible at the time of the inspection

Pergola - Front	
pergola roof	good polycarbonate roof
structural integrity	good
termites - deck pergola	no active termites and/or termite damage or workings were observed in the areas accessible at the time of inspection
wood decay - deck pergola	no evidence of wood decay (rot) fungi damage was sighted in areas accessible at the time of inspection
borers - deck pergola	no evidence of borer damage was sighted in areas accessible at the time of the inspection

Pergola - Rear

pergola roof	good • adjustable slats and shade cloth
structural integrity	good • steel construction

Porch

patio construction	good • concrete slab
drainage	good • drainage appears to be directed away from the dwelling, however, this was not tested at the time of inspection

TIMBER PEST - OVERVIEW & RECOMMENDATIONS

Overall risk - pest	considering all of the relevant factors, it is our opinion that the overall degree of risk of timber pest infestation to the property is HIGH - we strongly recommend that regular inspections are undertaken
Evidence of timber pests	no evidence of active subterranean termites (live species) was found at the time of our inspection
Evidence of a termite nest	no, please read the report in full
Evidence of a pest treatment	we found no evidence of any recent termite treatment or durable notice at the time of inspection
Pest treatment required?	considering there is no evidence of a pest treatment, we recommend that a regular pest management program in accordance with Australian Standard 3660.1 to prevent subterranean termites from infesting the property be implemented. A proactive approach to Timber Pest Management will offer the highest protection for the building. A management proposal can be obtained by contacting our office on 6288 0402, or please contact your regular inspector.
We recommend pest inspections are conducted every:	6 to 12 months
Drainage and ventilation	concrete slab construction - not applicable
Mould	mould was not observed at time of inspection Mould on walls and ceilings etc; is an indicator of high moisture or very poor ventilation. If reported you should commission further investigation by a builder or an Industry Hygienist as its presence may indicate a water leak, wood decay or termites behind the wall or ceiling sheeting.
Weep holes	Were the weep holes clear allowing the free flow of air? not applicable, no weep holes have been installed Weep holes are small openings that allow water to drain from within an assembly. Weeps are located at the bottom of the building to allow for drainage. It is important that soil, lawn, concrete paths or pavers do not cover the weep holes. Sometimes they have been covered during the rendering of the brick work. They should be clean and free flowing. Covering the weep holes in part or in whole may allow undetected termite entry.
Slab edge exposure	Is the slab edge exposed? no, not applicable as construction is an infill slab Where external concrete slab edges are not exposed there is a high risk of concealed termite entry. In some buildings built since July 1995 the edge of the slab forms part of the termite shield system. In these buildings an inspection zone of at least 75mm should be maintained to permit detection of termite entry. The concrete edge should not be concealed by render, tiles, cladding, flashings, adjoining structures, paving, soil, turf or landscaping etc. Where this is the case, you should arrange to have the slab edge exposed for inspection. Concealed termite entry may already be taking place but could not be detected at the time of the inspection. This may result in concealed timber damage.

Termite shields (ant caps) cont.	In our opinion the termite shields appear to be: not applicable, concrete slab construction Termite Shields should be in good order so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Joins in the shielding should have been soldered or sealed with an approved sealant as per AS 3660 during the installation. Whenever it is observed that the joins in the shielding have not been soldered then the shielding must be reported as inadequate. It may be possible for a builder to repair the shielding. If not, a chemical treated zone may need to be installed to deter termites from gaining concealed access to the building. Missing, damaged or poor shields increase the risk of termite infestation. Other physical shield systems are not visible to inspection and no comment is made on such systems.
Hot water, air conditioning and water tanks	Units that release water alongside or near to building walls need to be connected to a drain. If this is not possible then their water outlet needs to be piped several meters away from the building, as the resulting wet area is highly conducive to termites. Is there a need for work to be carried out? yes - hot water and air conditioning unit
General recommendations	- As this property is located in an area where subterranean timber pests are commonly found we strongly recommend that you have regular inspections carried out no later than every 6 - 12 months (or as specifically recommended above) to ensure that there is no termite activity present in your buildings and structures. - Any untreated timbers in direct contact with the soil are very conducive to attack from subterranean termites. These should be removed and replaced with a material not conducive to attack such as brick, stone, concrete or treated timber. - Removal of tree stumps in grounds is recommended as stumps still in contact with the ground are very conducive to termite attack. - Large trees (particularly eucalypt variety) are regular nesting sites for the most common termite species found in our region. Trees on the property have been visually inspected up to a height of 2 metres, where possible and practicable for signs of termite activity. It is however, very difficult and generally impossible to locate a termite nest visually as they are underground and evidence in trees is usually well concealed. Drilling and testing of large trees is recommended to determine if they are harbouring a termite nest. - Garden beds, mulch and foliage against the structure can create conditions that are highly conducive to timber pest attack. Clearing is recommended.

It should be noted that if the risk factor specified in this report is considered to be high it is encouraging awareness that increased vigilance is warranted. Any recommendations regarding reducing conditions that are conducive to timber pests or frequency of inspections must be observed. If termite activity, active or latent, has been identified in this report, we strongly suggest an invasive inspection is carried out. To safeguard against potential timber pest attack, we recommend that a full inspection be undertaken every 6-12 months at a minimum or as specifically recommended above. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. A proactive approach will help ensure the ongoing protection of the property. Please call our office on 6288 0402 for advice and information or to arrange a customised schedule for this building or contact your regular inspector.

Plan No. (if applicable)	Description	Date of COU Approvals (Certificate of Occupancy)	Comments
76590	townhouse & garage - unit 22	17/07/1990	
	deck		• approval is not required

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

COMPLIANCE REPORT NOTATION

IMPORTANT NOTE - We obtained a Building File from Access Canberra to complete this Compliance Report. This report relates to Building and Development approvals only. The building file may contain floor plans, elevations, Certificates of Occupancy & Use, index, survey reports, and drainage plans. Our report is based on examining these documents and conducting a visual inspection, focusing on compliance matters from the provided file. Please be aware that if plan details are unclear or compromised, we are not liable for any omissions or errors. Refer to more details about Compliance in our Scope & Limitations. For information regarding current dimensions and approvals you can visit: planning.act.gov.au/topics/design_build/da_assessment/exempt_work

EASEMENTS - An easement is a section of land registered on your property which gives another party the right to access it for a specific purpose. An example is a section of the property that contains municipal services such as electricity, or drainage infrastructure. If a structure requires approval and is located on an easement the appropriate utility provider is consulted during the certification process and it is they who determine if an application for approval will be supported.

TCCS, PLUMBING & ELECTRICAL APPROVAL - If this report notes structures or alterations that require Transport Canberra & City Services (TCCS), Plumbing or Electrical Approval or cites plumbing and electrical additions and or alterations, please note that approval may have been granted, however, documentation is not provided in the building file. The Environment & Planning Directorate or the owner may have further information.

DEVELOPMENT APPROVAL - If this report identifies structures that require Development Approval, information relating to the status of Development Approvals will be shown on the Lease Conveyancing Enquiry provided by the solicitor. This will be included in the Conveyancing Contract for Sale. The status of a pending Development Approval is not contained within the building file we receive.

SWIMMING POOLS & SPAS - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

EXTENSIONS - Where an extension or addition has been made to a property, it can create a potential gap or discontinuity in the termite barrier system. This gap occurs between the original structure and the new addition. Termite barriers are critical in aiding the prevention of undetected subterranean termites from entering the dwelling, and any interruption in the barrier can compromise its effectiveness. We are unable to report on the existence, condition or continuity of the termite barrier system between the existing dwelling and additions or alterations.

Restricted access caused by stored goods, furnishings, window treatments, floor coverings, security devices, vegetation, duct work, confined spaces, insulation and other impediments will limit the scope of this inspection. Whilst every effort has been made to conduct a comprehensive roof cavity and subfloor inspection there are limitations relative to safe access requirements which include low clearances, the availability of safe walk-ways and work-safe temperatures, which when applicable, will limit the inspection. The roof exterior is inspected when accessible from a 3.6 metre ladder, or from ground level where there are height restrictions. Only structures, fences and/or trees within 30m of the building but within the property boundaries were inspected. No inspection was made, and no report is submitted with respect to inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers, eaves, flat roofs, fully enclosed patios, subfloors, soil concealed by concrete floors, wall linings etc. Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case. Please note where a complete inspection of any area was not possible, timber pest activity and/or damage may exist in these areas. Prior to making any critical decisions, further inspections are strongly recommended to areas where reasonable access is unavailable, obstructed or restricted or a high risk of possible timber pests and /or damage exists.

22/58 Shackleton Circuit Mawson	
Area	Restrictions
INTERIOR	access during inspection of the interior of the property was restricted by: - furniture and stored goods including in cupboards and under sink units - window treatments and floor coverings
SUBFLOOR	there is no subfloor, the dwelling is constructed on a concrete slab
ROOF CAVITY	our inspection of the roof cavity was restricted by: - low clearances - insulation covering the ceiling framing - inspection around the eaves was restricted due to low pitch and clearances - sarking
ROOF EXTERIOR	roof exterior: - safety harness anchors and edge restraints were not available. Work Health and Safety regulations required a top of ladder inspection
GROUND & EXTERNAL STRUCTURES	access to the inspection of grounds/external structures was restricted by: - vegetation restricted visual inspection to some areas - the deck is fully enclosed and there is no access underneath the structure

WARRANTY & USE OF OUR REPORTS

This report is **intended to be read in its entirety**. The report is written solely for the use and benefit of:

The Client named in this report

The Purchaser of the property

No liability or responsibility in contract or tort or statute is accepted to any Other Party who may rely on the report wholly or in part. Any Other Party acting or relying on this report, wholly or in part, does so at their own risk. Additionally, no liability or responsibility will be accepted if the invoice for this report is not paid on or before settlement of the sale contract or within one hundred and eighty (180) days from the date of inspection.

No liability shall be accepted on account of failure of the report to notify any termite activity and/ or damage present at or prior to the date of the report in any areas of the subject property physically inaccessible, or to which access for inspection is denied by or to the Inspector including but not limited to any areas so specified by the Report. Furthermore, we do not assume liability for any omissions, errors, or inaccuracies in documents provided by external agencies, the client, or their representative. The report is only an opinion of Residential Reports and is valid for one hundred and eighty (180) days from the date of inspection as per the Civil Law (Sale of Residential Property) Act. No liability will be accepted or claims considered after the expiration of this period of liability.



Before the property exchange, you will have the opportunity to attend a pre-settlement inspection to conduct your due diligence. Carefully consider the building's age and its impact on elements like windows, doors, and cupboards. Our inspectors do not assess ongoing maintenance, and as such you or your representative should personally appraise relevant building elements. If it is claimed that there is an omission relating to this report, Residential Reports must be notified in writing before any action is taken. No liability shall be accepted where any costs (including for remedial action or professional advice) are incurred by the claimant prior to Residential Reports receiving written notification along with evidence of the defect or omission, being given a reasonable opportunity to re-inspect the property, obtain professional advice and propose a resolution or arrange for rectification work to be undertaken. Unless costs are specified and agreed to in writing, no liability will be accepted. No liability shall be accepted for any costs incurred in excess of the reasonable costs required to rectify the defect or omission claimed. ***This report supersedes any other report, verbal or written, given to you by this company in respect of this property. If you have questions or do not understand any part of this document and require clarification, please contact us prior to acting on this report. Copyright remains with Residential Reports, the report content, style and presentation is not to be copied or reproduced without written authority of the Company.***

SCOPE & LIMITATIONS OF OUR INSPECTION

This report has been prepared as a result of a largely **VISUAL INSPECTION ONLY** with limited operational testing conducted as required by Australian Standard AS 4349.0-2007 Inspection of Buildings (General requirements), AS 4349.1-2007 Inspection of Buildings (Pre-purchase inspections - Residential Buildings) and AS 4349.3 - 2010 Inspection of Buildings Part 3: Timber Pest Inspections. It is limited to the condition of those areas of the property that were fully accessible (see Safety and Reasonable Access) and visible to the inspector at the time of inspection. In the case of a Strata type property, our inspector only undertakes an examination of the interior of the unit. You must read the entire report and Scope & Limitations sections before reaching any conclusions regarding our opinion of the property's condition. Any person relying on this report acknowledges the following clauses, which define the Scope and Limitations of the inspection and form an integral part of the report.

LIMITATION OF LIABILITY

This report is valid on the date of inspection. Responsibility is not accepted for any matter that is not evident, or, for any deterioration of the property that occurs after the date of the inspection. The inspection is a visual assessment only.

The operation/working condition of limited features may have been commented on during the course of our inspection. Operational testing is limited, where testing occurs and a defect is identified, this defect may be noted in the Report if it is a major defect and may be investigated further to provide more detail. However, this does not impose on the inspector any further obligation to test each same item, nor does it impose an obligation to make note if in the inspector's reasonable view, the defect is not a major defect. There is no guarantee

that items referenced will operate as intended at a later date. Prior to purchase, the purchaser must conduct their own due diligence most particularly where defects have been documented in this report so that they are able to quantify the extent and cost of required remedial action. The Purchaser acknowledges that they should not solely rely on this Report as to the exact condition of the property and that they should obtain independent advice from a qualified technician relative to required remedial actions.

Concealed areas are not reported on. Concealed defects may include, but are not limited to:

- Breakage, blockage or interference with concealed pipes, concealed window and door mechanisms
- Defective service installations
- Any part of the structure which is underground or concealed e.g. footings, wall and ceiling framing, concealed floor structures
- Areas concealed by furnishings, fixtures and fittings or stored goods, low clearances or where safe access is not possible.

Responsibility is not accepted for defects which are latent or otherwise not reasonably detected in a visual inspection without interference with, removal or breaking apart of any of the structure including fixtures, fittings, furniture, insulation or stored items within and around the building. The inspector notes that some defects may be concealed, obstructed and/or inaccessible at the time of the inspection. The reader should be aware that various features of the property such as large and heavy furniture, as well as electrical goods including washing machines and fridges may obstruct the view of the inspector and/or make possible defects inaccessible such that their visibility to the inspector is limited and they may not be identified. The Purchaser acknowledges that Residential Reports will not accept any liability for concealed, obstructed and/or inaccessible defects that the inspector does not identify.



EXCLUSION OF ITEMS FROM INSPECTION

AS 4349.1 – 2007 excludes reporting of the following items: Footings below ground, concealed damp-proof course, electrical installations, operation of smoke detectors, light switches and fittings, TV, sound and communications and security systems, concealed plumbing, adequacy of roof drainage as installed, gas fittings and fixtures, air-conditioning, automatic garage door mechanisms, swimming pools and associated filtration and similar equipment, the operation of fireplaces and solid fuel heaters, including chimneys and flues, alarm systems, intercom systems, soft floor coverings, electrical appliances including dishwashers, incinerators, ovens, ducted vacuum systems, paint coatings, except external protective coatings, health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea formaldehyde), timber and metal framing sizes and adequacy, concealed tie-downs and bracing, timber pest activity, other mechanical or electrical equipment (such as gates, inclinators, soil conditions, control joints, sustainable development provisions, concealed framing-timbers or any areas concealed by wall linings/sidings, landscaping, rubbish, floor covers, furniture and accessories, stored items, insulation, environmental matters (e.g., BASIX, water tanks, BCA Environmental Provisions), energy efficiency, lighting efficiency.

WHAT THE INSPECTOR EXAMINES TO PREPARE A PROPERTY REPORT...

...AND IMPORTANT NOTES ABOUT THESE AREAS

The following outlines aspects of the property that can be examined through visual inspection, derived from the Australian Standard AS4349.1–2007. Comments are generally provided only if significant issues are found. The inspector didn't move or remove any coverings or furnishings, which could hide defects. Damage to concealed structures or pest activity may not be visible due to foliage or other obstructions. This report is a guide for potential buyers and should complement your own inspection and due diligence. Some aspects are subjective, so consider factors like presentation, past maintenance, and construction age when forming opinions.

DOORS & DOOR FRAMES - Defective hardware – significant, rotting/corroded frames, loose/badly fitting doors, damage.

EXTERNAL ROOF COVERING, FASCIAS, GUTTERS & DOWNPIPES - Tiles/slates, sheet roofing, flashing, skylights, vents, downpipes, valleys, guttering, eaves, fascia boards, barge ends. Roof waterproof integrity and roof drainage is not tested during our inspection therefore it is not possible to determine the effectiveness of the roof cover and drainage system under all conditions. It is important to note that a visual inspection of the roof covering may not identify roof leakages. Roof design can have a significant impact on roof drainage. Low pitched construction can, in adverse weather conditions lead to flooding of the roof cover. Effective roof drainage is absolutely critical for a flat framed or low pitch roof. Flooding of the roof cover can result in water ingress within the building envelope. Roof drainage and the stormwater systems are not tested at the inspection. Inadequate, blocked or non-existent stormwater drains are often accountable for problems relating to roof drainage. Repainting of timber can mask the existence of timber rot. We cannot guarantee that all timbers are sound. A visual inspection may not, in some circumstances, detect roofing timbers affected by rot.

EXTERNAL WALLS & NON-STRUCTURAL RETAINING WALLS - Bricks, mortar, render, cracking/movement, dampness, visible flashing, weep holes, joint sealants, perpendes, decay. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and or movement, it should be noted that we are not experts in this area and further advice, if considered necessary, should be obtained from a Structural Engineer.

FENCES & GATES - Palings/panels, rails, posts, sagging, timber decay (rot).

FLOORS - **TIMBER**: Springy or squeaky boards/sheeting, timber decay (rot), out of level – significant, undulations - significant, dampness/water damage; **CONCRETE**: cracking, out of level – significant; **HARD FLOORING**: cracking, loose or drummy units, dampness/water damage

INTERNAL ROOF SPACE - Framing, insulation, sarking, party walls (if applicable). Sarking is a foil insulation/vapour barrier. Used in conjunction with bulk insulation, sarking provides an ideal insulation system for the control of heat and condensation. Sarking can only be installed during construction.

KITCHEN - Fit out, sealants, ventilation, taps, leakage, sink, drummy/cracked/missing tiles, grout defects. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only.

PAINTWORK - The condition of painted surfaces is often a subjective matter. Areas that appear to be acceptable when furnished may not always be considered so when devoid of obstructions. Paint work is normally not considered in Property Inspections. To prevent wood decay of timber surfaces and deterioration of metal components, the condition of these surfaces should be monitored, and repainting carried out regularly. Corrosion of any metal roof sheeting should be repaired, treated and painted to avoid water leakages. Painted surfaces can mask areas where timber has deteriorated. Our visual inspection may not detect instances where this has occurred. The opinions provided here are of a general nature only, given that there can be significant differences in the condition of painted surfaces in each area of the property. The reader of this report is urged to conduct their own detailed inspection before reaching a conclusion regarding the acceptability of painted surfaces

PATHS, PAVING & DRIVEWAY - Cracking, movement, uplifting, sinking, alignment, roof penetration.

SPECIAL PURPOSE REPORTS - Improvements such as swimming pools and spas are subject to a Special Purpose Report and are not included in our inspection and reports. We recommend that a qualified technician be engaged to report on these items and to advise on current regulations relating to safety fencing and equipment.

STAIRCASES - Stringers, handrails, balustrades, newel posts, treads (goings), risers

SUB FLOOR -Dampness, debris, drainage, ventilation, cracked or leaking pipes; **TIMBER CONSTRUCTION**: bearers & joists, framing, piers/stumps; **SUSPENDED CONCRETE FLOOR CONSTRUCTION**: concrete condition, cracking. If moisture is noted, it is recommended that the sub-floor area be monitored to ensure that surface and sub-surface moisture ingress is not an ongoing issue. If the area remains damp, consideration should be given to upgrading subterranean and surface drainage systems to ensure that moisture is directed away from the building foundations and the sub-floor area is kept dry. A qualified drainage expert should be consulted with regard to drainage issues.

Foundation problems are caused by reactive soil types and trees and gardens being planted too close to the building. Generally, clay soils which are common in the ACT, are reactive soils. Large trees use vast amounts of water and can quickly draw moisture out of the ground during dry periods, this results in destabilised moisture content of the soils around the building and ultimately may cause a foundation problem. Over watering gardens close to the building may have the opposite effect, especially with clay soil. Over watering increases the moisture content of the soil which can result in “heaving” of the foundations adjacent to the garden. When watering close to the building you should avoid ‘pooling’ of water in a particular area, as this also affects the moisture content of the soil which in turn can cause damage to footings and foundations. Too much or too little water near the perimeter of the building may cause serious problems with foundations and footings and damage can cause major structural problems, resulting in costly repairs.

HINTS FOR AVOIDING PROBLEMS AND COSTLY REPAIRS:

- Water gardens evenly close to the building and do not over water
- Ensure the ground is graded away from the walls of the building and that the property has adequate drainage
- Promptly repair broken downpipes, leaking taps, sewerage pipes and other water services
- Hot water system overflows should be directed away from the area immediately adjacent to the foundations and the services maintained to ensure excessive leakage does not occur
- Garden beds should not be located against the house

TIMBER PESTS - Our visual inspection is undertaken to identify the following timber pests: Subterranean termites, Borers, Timber decay (rot) fungi. Where applicable and where there is reasonable access, the following areas are examined: interior and exterior of structures, roof cavity, subfloor, garage or carport, garden and storage sheds/outbuildings, retaining walls and garden borders, pergolas and decks, structures, fences and trees within 30m of the building within the boundaries of the property. Water leaks: especially in the subfloor or against external walls e.g. leaking taps, roofs or down pipes, increases the likelihood of termite attack. Leaking showers or leaks from other 'wet areas' also increase the likelihood of concealed timber pest attack. Where evidence of termite activity was found in the grounds then the risk to buildings is very high. A treatment to eradicate the termites and to protect the building(s) should be immediately carried out. Where the evidence of termite workings (including dormant mud leads) was found in the grounds or the building(s) then the risk of a further attack is very high. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the grounds and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. In situations where visual evidence of termite activity or damage is reported, but no live termites were observed during the inspection, it's important to recognise that termites might still be active in the immediate vicinity, potentially causing further damage. Determining whether the infestation is active or inactive requires multiple inspections over time, as various factors, such as prior disturbances, climatic conditions, or the termites finding an alternative food source, can influence their presence during a single inspection. To safeguard against potential termite-related issues, we recommend continued, regular inspections. **An invasive inspection is also an option for a more comprehensive assessment. We strongly encourage the property owner to consider implementing a Timber Pest Preventative Management Plan, which includes periodic Termite Inspections. This proactive approach will help ensure the ongoing protection of the property against potential termite threats. Please call our office on 6288 0402 for information and to arrange a customised schedule for this building or contact your regular inspector.**

WALL CONSTRUCTION - Distortion (significant), nail popping, defective lining, dampness/water damage, cracking, defective or damaged plaster/render. Settlement cracks, if present, need to be monitored over a period of time to determine if an ongoing structural problem exists. If any reference has been made in this report to cracking, settlement and/or movement, it should be noted that we are not experts in this area and further advice should be obtained from a Structural Engineer.

WATERPROOFING - A VISUAL INSPECTION OF THE AREA CANNOT PROVIDE CONCLUSIVE EVIDENCE THAT THE AREA IS WATERPROOF.

Compliance with Australian Standard AS 370-2004 Waterproofing of Wet Areas is critical to meeting waterproofing requirements. Should conclusive evidence be required regarding the integrity of waterproofing of wet areas, in particular shower areas, we recommend that a qualified technician be engaged to complete a comprehensive test to include:

- Capping the shower rose and leaving the water reticulation system under pressure and then checking for evidence of water leakage around tap spindles etc. (the sound of escaping air when the shower rose cap is removed indicates a watertight system). The technician may be engaged to complete a comprehensive pressure test of the entire water reticulation system.
- Plugging the floor drain of the shower cubicle and filling the base with water to the maximum level. Allowing the water to remain in the base for an extended period and checking that the level has not dropped. If the water has diminished it is most likely that the waterproofing system has failed.

WET AREAS - Fixtures and fittings, ventilation, cistern/pan, taps, basins, tubs, leakage, sealants, drummy/cracked/missing tiles, grout defects, vanity, shower leakage, broken/cracked glass. If a wet area was not in service prior to and or at the time of inspection and no elevated moisture readings were recorded, or there was no visible evidence of current water leakage, then it is possible that an existing water leak will remain undetected.

WINDOWS - Putty/glazing sealant, broken glass, rotting frames (timber), corrosion (metal), sills, fittings/hardware, damage. In most cases access to windows is restricted by window treatments, furniture or security locks. Older style timber windows can sometimes bind with the frame. This is viewed as a general maintenance issue. Sash windows sometimes require maintenance to the window balance mechanism or sash cords. A visual inspection cannot provide a guarantee that windows will operate smoothly. Sometimes window runners, sashes and balance mechanisms will require maintenance or replacement.



SAFETY & REASONABLE ACCESS

Australian Standard 4349.1 – 2007 3.2.2 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. The Australian Standard 4349.3 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available; or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length. NOTE: Reasonable access does not include removing screws and bolts to access covers." Reasonable access is determined in accordance with the provisions of the following WHS requirements;

Area	Access Manhole MM	Crawl Space MM	Height
Subfloor	500 x 400	VERTICAL CLEARANCE - Timber Floor: 400* Concrete Floor: 500	Height
Roof Interior	400 x 500	600 x 600	Accessible from a 3.6 m ladder
Roof Exterior			Accessible from a 3.6 m ladder

* To underside of bearer, joist or other obstruction to access.

ROOF COVER INSPECTION

Work Health and Safety requirements determine that an inspector accessing a roof cover must be protected by harnessed safety lines and or edge protection. These safety measures are not practical during a presale inspection, therefore, this report is restricted to a "top-of-ladder" inspection. This report is not a guarantee that defects and/or damage do not exist in any part of the property not specifically seen and described by the inspector. This report is not a warranty against problems that may develop in the future.

CEILING CAVITY INSPECTION

Work Health and Safety requirements determine that an inspector entering a ceiling cavity or similar space must have direct access to properly constructed walkways (sometimes referred to as catwalks) to eliminate the possibility of falling through the ceiling lining to the floor below, a fall that could result in serious injury. Generally, walkways are limited in a ceiling cavity so invariably sections of the roof structure will be inspected from a distance with the inherent limitations associated with limited access and often an impaired line-of-sight. Safety requirements prevent the inspector from traversing a ceiling cavity where safety elements are not available. This report is not a guarantee that defects and/or damage do not exist in inaccessible areas.

WORK HEALTH & SAFETY ACT 2011

A non-residential building and the common property of some group residential buildings will fall within the definition of a workplace for the purposes of the Work Health and Safety Act 2011. The owners of workplaces must ensure that:

- Premises are safe and without risk
- Plant and substances are used without risk
- Workers are trained in WHS, are aware of their obligations and do, in fact, act in a safe manner

A pre-purchase building inspection may identify some safety issues in the common area but it is not an audit conducted for that specific purpose. It is essential that every Owners' Corporation or Company consult an appropriately qualified specialist to ensure it meets its legislative obligations.

SAFE WORKING TEMPERATURES FOR THE INSPECTOR

When the temperature of a workspace (for example a ceiling cavity) exceeds the level considered to be safe according to WHS guidelines, the inspector will complete a risk assessment and the inspection will be limited accordingly. In the event that the inspector determines that the temperature exceeds safe working limits, generally, the inspection will be limited to the area immediately adjacent to the access for inspection.

PROPERTY REPORT

This report does not and cannot make comment upon: defects which may have been concealed; the assessment or detection of defects (including rising damp or leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects; the presence or absence of timber pests; gas fittings; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns, fire protection; site drainage (apart from surface water drainage). The operation of swimming pools and spas; detection and identification of unapproved building work; detection and identification of illegal or inadequate plumbing or electrical work; durability of exposed finishes; neighbourhood problems; document analysis; any matters solely regulated by statute; any area or item that could not be inspected by the inspector. Unless otherwise specified, no examination has been made of any documentation of any type. We have not referred to statutory authority records nor have we examined any survey or water and sewerage service diagram, or any other document prepared by any statutory authority or other party. Stock images in the report are for presentation purposes only and are not images of the subject property.

PURPOSE OF THE REPORT - The purpose of this report is to identify major defects in the building, decks, pergolas, garages and other similar significant improvements insofar as a property inspector can reasonably identify those defects. Structures, not limited to but including, garden sheds, play equipment, garden trellis, swimming pools and spas are not inspected or included in this report. A Special Purpose Report may be commissioned for these types of improvements. This report contains numerous observations but is not intended to list every defect. Defects are common to all structures and generally are commensurate with the age of the construction and use. Ongoing maintenance, upgrading or replacement requirements, cosmetic works and minor defects or faults are subjective and have not been included.

CONCEALED SURFACES - The inspection did not include breaking apart, dismantling, removing or moving objects, including but not limited to foliage, mouldings, roof insulation or sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, equipment, appliances, or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods or any other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers have not been destructively probed or hit. In an occupied property, furnishings or household items may be concealing defects. Some defects may only be visible once furniture and other items have been removed from a property or when alterations are carried out. Built-in cupboards are usually filled with personal items and clothing. Some exterior surfaces may be obscured due to overgrown vegetation. Therefore, we cannot comment on the condition of the surfaces obscured or concealed by these or other items.

WATER PENETRATION & ROOF DRAINAGE - Some water penetration problems and/or dampness within a building do not become apparent and may not be detected unless there has been recent heavy rain or prolonged periods of rain. If moisture has been identified by the inspector using electronic testing equipment, then it will be noted in the report. Roof drainage is not tested. Therefore, no guarantee is given or implied that the roof will remain weatherproof in all weather conditions. If there is reference in the report to water stains within the interior of the property this may be evidence that the roof and or drainage system has previously leaked. We recommend that you contact a suitably qualified roofing expert to discuss the probability of ongoing water leakages in the building. Particularly with respect to older properties and where the roof has a low pitch, engaging the services of qualified roof plumber to provide an expert opinion should be considered. The very best roof drainage systems can fail in extreme weather conditions sometimes impacted by conditions not related to the property under review. (Blocked or impaired stormwater drains for example).

FIRE PROTECTION EQUIPMENT & ORDINANCE REQUIREMENTS - These are not covered by this report and these matters should be checked with the statutory authority. Any fire protection equipment has not been tested, e.g. smoke detectors etc.

HAZARDOUS MATERIALS & CONTAMINATION - Our inspection and report does not cover any hazardous materials or prior use of the land and building or any chemicals applied to land and buildings, which may have caused contamination.

RETAINING WALLS & STRUCTURAL COLUMNS - We are not engineers. Comment in respect of large and/or structural retaining walls and columns are beyond the scope of this report. It is not possible to determine from a visual inspection whether a retaining wall or column has been built in accordance with sound engineering principles and, even if it has, whether it is or will remain sound. An engineer should be consulted in any case where there are large, or structural, retaining walls, columns or similar building elements.

INTERNAL WALLS & CEILINGS - Movement cracking in ceiling and wall linings are common to most structures particularly older developments. Mostly they are cosmetic and generally have no structural implications. Repair is usually undertaken during routine maintenance. Undulations in ceiling linings are often associated with older structures and are a result of the deterioration of the adhesive used to fix plasterboard to the ceiling battens. Typically, this is a cosmetic defect, however, in some circumstances the plasterboard may require refixing to the battens.

CRACKING/SETTLEMENT/MOVEMENT & STRUCTURAL INTEGRITY - Where reference has been made in this report to cracking, settlement, movement or an opinion has been provided on structural integrity, it is important to note that we are not experts in this area and our advice is limited accordingly. If considered necessary, further advice should be obtained from a Structural Engineer before critical decisions are made. Any cracking reported should be monitored for further movement. If further movement is noted, a Structural Engineer should be consulted at the earliest opportunity. Cracking of masonry walls is very common in the ACT, particularly where there are volatile clay soils. There may be some superficial or hairline cracks that we consider have no structural implications which have not been identified.

ELECTRICAL, GAS & OTHER SERVICE INSTALLATIONS - We are not licensed electricians, gas fitters or mechanical engineers. This report does not cover any matters relating to electrical and gas installations or any apparatus operated by electronic, mechanical or hydraulic means. This report does not cover any matters relating to the operation of electrical or gas appliances. Any comments made in this regard are from a general observation only. You should satisfy yourself as to the operation and condition of any appliances or other installations. Any comments made in this regard are from general observation only. There has been no electrical, data, security or fire detection system testing or investigation.

PLUMBING & DRAINAGE - We are not licensed plumbers and a specialist inspection of the water service, plumbing and drainage system including roof drainage is excluded from this report. We recommend an inspection by a licensed plumber and drainer to identify any plumbing faults or drainage problems.

TIMBER PESTS - If this report does not include one, we strongly recommend that an independent inspection and report be obtained from an accredited Pest Inspector to determine whether the property is free from infestation (whether active or dormant).

BOUNDARIES - Unless otherwise stated, the inspector has not gained access to any neighbouring properties and is therefore unable to comment upon the external state of any boundary fences and walls. The common areas of unit developments are not inspected. Any comments made in relation to common areas are strictly observational.

RURAL PROPERTY INSPECTION - This inspection and report relates to the residential structure; rural improvements on the property are not inspected or reported on, any comments contained in this report relative to rural improvements are strictly observational.

AREAS AND DIMENSIONS - Whilst every care has been taken to accurately quantify dimensions referenced in this report, we accept no responsibility for inaccuracies as supplying this information exceeds the requirements of a standard building inspection as per Australian Standard 4349.1-2007. In many instances scale plans are not available and therefore the reader should not rely on this report when making critical decisions relating to dimensions.

ELEVATED STRUCTURES - Where reference has been made in this report to an elevated structure such as a deck balcony or veranda, it is important to note that we are not Structural Engineers and accordingly our advice is limited. Any opinion relating to structural integrity is relative to weight loadings typical of a normal household event. Prior to loading the structure beyond normal, which may occur at a larger gathering, we recommend that professional advice be obtained to determine that the structure will safely cope with the weight loading. Additionally, the structure should be regularly inspected to ensure that structural integrity is maintained.

SPECIAL PURPOSE REPORTS - This Property Report does not contain any assessment or opinion in relation to any item which is the subject of a Special Purpose Property Report, or any matter where the inspection or assessment of which is solely regulated by Statute. Special Purpose Property Reports include comment on the following: common property areas, environmental concerns such as sunlight, privacy, streetscape and views, proximity of property to flight paths, railways and busy traffic or other neighbourhood issues; noise levels; WHS issues including, but not limited to the presence of asbestos, lead or other hazardous materials; heritage concerns; security or fire protection systems; climate control or water heating systems; analysis of site drainage apart from surface water drainage; swimming pools and spas; detection and identification of illegal and unauthorised plumbing work; durability of exposed finishes.

COMPLIANCE REPORT

The information within this report relies on the plans, survey reports, certificates of occupancy and other relevant documents supplied by the Environment & Planning Directorate (EPD), the appropriate local council or Directorate, the client or their agent. Our company or its employees are not responsible for any omissions or errors where incomplete, inaccurate or illegible information is supplied. It is the responsibility of the property owner to resolve any file discrepancies with the relevant authority. Documentation of any plumbing or electrical alterations is not included in the building file. If required, this documentation can be obtained by the title holder from the relevant utilities provider. If the subject property features a second driveway or verge crossing, Transport Canberra & City Services approval may be required. This information is not supplied in the building conveyancing file. If this report confirms that certification is 'pending' for an unapproved structure, it is important that you are aware that this process can take weeks and involve more than one agency including but not limited to the Environment & Planning Directorate, Icon & Transport Canberra & City Services. Whilst it is rare, in some instances throughout the approvals process an application may be rejected. The Compliance Report relies on documentation provided in the Building File. Residential Reports Inspectors are not Building Surveyors. Certifications included in the file are not cross referenced with the Building Code of Australia (BCA) applicable at the time of construction to confirm that the improvements are compliant with the BCA. This is the responsibility of the Building Surveyor prior to issuing a Certificate of Occupancy. No attempt is made in this inspection and reporting process to confirm that the existing improvements on the subject property are in strict accordance with approved plans. There may be variations in design, features and dimensions that conflict with each other. Additionally, there is no guarantee given that improvements are in accordance with the current Building Code of Australia. In most circumstances, there is no requirement to upgrade specifications to the current Building Code.

SWIMMING POOLS & SPAS - The ACT Government has introduced reforms to home swimming pool safety, with a focus on swimming pool safety barriers. The reforms commence on 1 May 2024, with a four-year transition period. The scheme imposes requirements for information about the safety standard of a regulated swimming pool to be disclosed on the sale of a property. Owners must provide prescribed information including: exemption certificate, compliance certificate, swimming pool disclosure statement, certificate of occupancy for the pool and safety barriers that is not older than 5 years and 'Pool Owners Guidance Material' which outlines the obligations on owners of premises on which a regulated swimming pool is located. If this information is not provided in this report, you must request a copy. For more information on the reforms visit the ACT Government's Planning website.

TIMBER PEST REPORT

This report is the result of a VISUAL INSPECTION ONLY. Inspection of the property and this report has been completed with reference to AUSTRALIAN STANDARD AS 4349.3 - 2010 Inspection of buildings Part 3: Timber Pest Inspections. In all instances throughout this report the inspector is referring to accessible areas only. Areas that were not accessible at the time of inspection or were concealed from view are not covered by this report. The inspector does not imply that inaccessible or partly inaccessible areas of the property were not, or have not been, infested by Timber Pests. This Report is not a guarantee that an infestation or future infestation and/or damage does not exist in any inaccessible or partly inaccessible areas of the property. This inspection DID NOT include breaking, removing or moving objects, floor and wall coverings, roof insulation, foliage, furniture, appliances stored goods and personal possessions - these all limit the scope of inspection. The inspector does not have access to the inside of walls, between flooring, inside eaves and skillion roofing. This Report is confined to reporting infestation and/or damage caused by white ants (subterranean and damp wood termites), borers of seasoned timber and timber pests (wood decay fungi), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites and European House Borer (*Hyloterpes bujulus* Linnaeus) are excluded from the inspection due to the extreme difficulty in locating the small colonies. Some species of termite and house borers, if discovered, will be reported (by law) to Government Authorities.

TERMITE RECOMMENDATIONS - Where evidence of termite activity or workings was found in any structure then the risk to buildings is very high and the risk of further attack is also high. A treatment to eradicate the termites and to protect the building(s) should be carried out. If live termites or any evidence of termite workings or damage was reported within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not.



Where visual evidence of termite workings and/or damage is reported but no live termites were present at the time of inspection, you must realise that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilising an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with the standard to be carried out immediately to reduce the risk of further attack.

Where the evidence of live termite or termite damage or termite workings (mudding) was found in the building (s) then the risk of a further attack is very high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings is very high.

If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment is reported then the treatment was most likely carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

BORER RECOMMENDATIONS - Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection. If borers are identified replacement of all susceptible timbers is always preferred since, in the event of selling the property in the future it is probable that an inspector will report the borers as active. A chemical treatment to control and/or protect against Furniture beetle and/or Queensland pine beetle can be considered as a less effective, lower cost option. Before considering this option You should consult with a builder to determine if the timbers are structurally sound. Following the initial treatment, a further inspection is essential in twelve months' time to determine if further treatment is needed. Treatments over a number of consecutive years may be required. The *Lyctus brunneus* (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However, you should have a building expert investigate if any timber replacement is required. *Anobium punctatum* (furniture beetle) and *Calymnaderus incisus* (Queensland pine beetle) must always be considered active, unless proof of treatment is provided, because, unless the timber is ground up, one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. A secondary choice is treatment. However, the evidence and damage will remain, and the treatment may need to be carried out each year for up to three years.

HIGH MOISTURE READINGS, DRAINAGE & VENTILATION - High moisture readings can be caused by any one of the following: poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. High moisture levels also increase the likelihood of termite attack and may also be conducive to borer activity and wood decay. If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs.

If drainage is considered inadequate, a plumber or other building expert should be consulted, and remedial measures should be taken. Ventilation of the sub-floor region is important in minimising the opportunity for subterranean termites to establish themselves. Consideration should be given to installing high air flow vents and/or improve the cross flow of air within the subfloor to produce ventilation equivalent to 8400 sq mm net ventilation area per lineal metre on external and internal walls.

INFILL AND CONCRETE SLABS - Any building or part of a building that is constructed on a concrete slab is always more susceptible to termite attack because of possible concealed termite entry. A very high proportion of termite attacks are over the edge of both infill and other concrete slab types. If the edge of the slab is concealed by concrete paths, patios, pavers, garden beds, lawns, foliage, etc then it is possible for termites to conceal their entry into the property. Termites can then cause extensive damage to concealed framing timbers. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings. Only when the termites attack timbers in the roof void, which may in turn be concealed by insulation, can their presence be detected. Infill slab type construction has an even higher risk of concealed termite ingress as the slab edge is concealed due to the construction design and is not exposed. The type of slab may only be determined by assessment of the construction plans by a qualified person such as a Builder, Certifier or Architect. Construction Plans may be obtainable by your conveyancer. Termite activity and or damage may be present in concealed timbers of the building. We strongly recommend frequent regular inspections

in accordance with AS 3660.2. Where the slab edge is not fully exposed, or the slab is an infill slab or the slab type cannot be determined then we strongly recommend inspections every 3 to 6 months in accordance with AS 3660.2. Infill slab: A slab on the ground cast between walls. Other slabs should be in accordance with AS 2870 - 1996 and AS 3660.1-2000.

TIMBER (FUNGAL) DECAY - We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement.

DETERMINING EXTENT OF DAMAGE - This Report is NOT a structural damage report. You agree that we are not responsible or liable for the repair of any damage, whether disclosed by our report or not. Our inspectors are not necessarily specialised builders and any inexperienced opinion provided with respect to timber damage cannot be relied upon. The Report will not state the full extent of any timber pest damage; rather, we may provide comment on the damage for your information. If evidence of Timber Pest activity and/or damage is reported in the structure(s) or the grounds of the property, then you must assume that there may be further concealed structural damage within the building(s). This concealed damage may only be found when invasive procedures are applied to reveal previously concealed timbers. In the case of Timber Pest activity and/or damage WE STRONGLY RECOMMEND an invasive Timber Pest Inspection is undertaken and a qualified person such as a Builder, Structural Engineer, or Architect be engaged to carry out a structural inspection to determine the full extent of the damage and repairs that may be required.

MOULD - Mould (also referred to as Mildew and non-wood decay fungi) is not considered a Timber Pest. This report does not extensively cover the inspection of Mould. If evidence of mould was observed during the inspection, it may be noted for your information. If you are concerned as to the possible health risk resulting from the presence of mould, then you should seek advice from your local State or Commonwealth Government Health Department expert.

IMPORTANT INFORMATION

This Report reflects the condition of the property existing at the time of the inspection date and may not reflect the current state. Timber Pests, particularly termites, may have gained entry to the property since the inspection date. Termites can, in a relatively short period, cause significant damage to both structural and non-structural timbers within and around the buildings of the property. Termites are difficult to detect and much of the damage caused may not be readily visible, if damage exists, it may be costly to repair. If the Report indicated the presence of termites, termite damage, previous activity or treatments, or recommends a treatment, you should obtain copies of the treatment proposal, any certificates of treatments carried out, details of all repairs including copies of quotations, invoices and any other reports. It is strongly recommended that you arrange for an inspection in accordance with AS 4349.3 to verify that the treatment has been successful and carried out in accordance with AS 3660.2 and arrange for a further building inspection in accordance with AS 4349.1. The person carrying out the inspection and this company will have no liability to you for any damage or loss you may suffer as a result of your entering the contract to purchase the property or in connection with completing the purchase of the property as a result of your failure to heed the advice given in this report and may use such failure in defence of any claim that you may later make against any of them.

Where a property is furnished at the time of inspection, you will appreciate that the furnishings, floor coverings and stored goods may be concealing any evidence of Timber Pest Activity which may only be revealed when the items are moved. Where fences are obscured by foliage, overgrowth or structures, evidence of timber pest activity or damage may be concealed. Poor subfloor drainage increases the likelihood of termite attack. If the risk factor stated in this report is high, this is the opinion of the inspector and should encourage awareness that increased vigilance is warranted and that recommendations for the reduction of unfavourable conditions that increase the chances of termite activity must be strictly observed. It is strongly recommended that a comprehensive timber pest inspection by a qualified timber pest inspector is undertaken every 6-12 months (or more frequently if specified in the report). Regular inspections DO NOT prevent timber pest attack. Regular inspections increase the chance of the early detection of timber pest activity thereby limiting the structural damage that may occur. The overall degree of risk of Timber Pest Infestation cited in this report is a subjective assessment by the inspector at the time of the inspection, taking into account many factors which include, but are not limited to, location and proximity to bushland and trees and/or other timber structures, evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack, such as timbers in contact with soil, inaccessible areas, slab on ground construction, or other factors that, in the inspector's opinion, raise the risk of future timber pest attack.

A more thorough INVASIVE INSPECTION is available. Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection is performed. Trees and stumps on the property with a diameter in excess of 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

RESOURCE LIBRARY

Where reference is made to the Residential Reports Resource library, [you may access this content by clicking here.](#)

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (This is known as mandatory energy efficiency disclosure.)
- The EER forms part of the Sale Contract and must be published in all advertising material.
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home.
- The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:

One is for established homes
(1st Generation Software)

One is for new homes
(2nd Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property on an existing Canberra home that has been previously occupied) are required to use 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances IS NOT considered in the application of 1st generation software when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are now being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:

1st generation software rates to 6 stars

2nd generation software may rate up to 10 stars

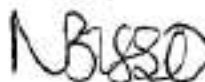
- ACT Legislation currently PROHIBITS Inspectors from assuming insulation values which may have been the case previously. Documented proof or visual sighting is now required to verify the existence and rating of insulation.

Your Energy Rating is calculated using software approved by the ACT Government.

Certificate of Currency

Policy Number	BP20200022		
Item 1 The Insured:	Residential Reports Pty Ltd		
Item 2 Address:	35 Poynton Street HUGHES ACT 2805		
Item 3 Professional Services covered by this policy:	Pre Purchase Building Inspections (AS4349.1) Special Purpose Building Inspections Energy Rating Reports Urban Pest Management Termite Management including inspections - existing buildings and structures (AS3660.2) Timber Pest Inspections (AS4349.3)		
Item 4 Description of the Policy:	Professional Indemnity & Broadform Liability (CGU PIB 03-17)		
Item 5 Period of Insurance:	From 20/07/2025	To 4.00 pm on	20/07/2026
Item 6 Particulars of Risk:	<u>Civil Liability Professional Indemnity</u> 6.1 The Policy Limit is \$5,000,000 which includes all policy sections 6.2 The Policy Excess is \$20,000 6.3 The Retroactive Date is 20/07/2020 <u>Public Liability</u> 6.4 Sum Insured \$20,000,000 6.5 Excess \$2,500		
Date and Place of Issue	21/07/2025 Melbourne, Victoria		

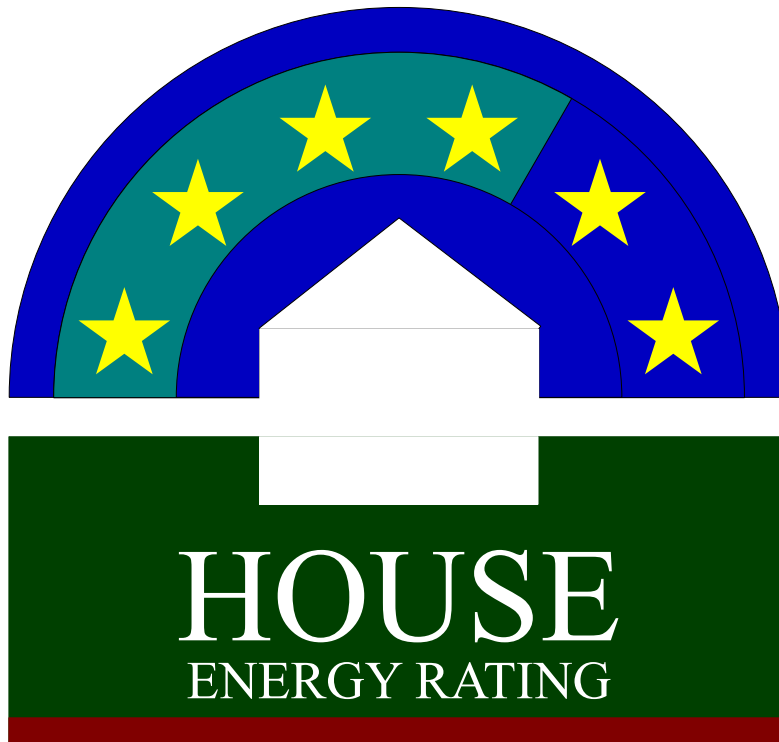
Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★ ★ ★ ★
in Climate: 24

4 STARS

SCORE: -9 POINTS

Name: Barbara Garland Garland

Ref No: 46884

House Title: Unit 22, Block 6 Section 40

Date: 09-06-2026

Address: Unit 22 of 58 Shackleton Circuit

Mawson

2607

Reference: C:\REPORTS\...\SHACKLETON CIRCUIT MAWSON 22 OF 58

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD				V. GOOD
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★	★★★★★★★★★★	★★★★★★★★★★★
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	-9											
Potential	34											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options	Additional points	
Change added wall insulation	R 2.5	29
Change glass to Double Glazing	100 %	9
Change curtain to	Heavy Drapes & Pelmets	3
Seal Exhaust fans		3

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 22, Block 6 Section 40, Unit 22 of 58 Shackleton Circuit, Mawson

Assessor's Name: Kelly Hill

				Points		
Feature				Winter	Summer	Total
CEILING				4	1	5
Surface Area:	0	Insulation:	5			
WALL				-21	0	-22
Surface Area:	-1	Insulation:	-20			
		Mass:	-1			
FLOOR				9	0	10
Surface Area:	0	Insulation:	-5			
		Mass:	14			
AIR LEAKAGE (Percentage of score shown for each element)				2	0	2
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	23 %			
Exhaust Fans	45 %	Doors	23 %			
Down Lights	0 %	Gaps (around frames)	9 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				0	-11	-11
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
NE	38	26%	-32	43	-6	5
SE	5	3%	-4	1	0	-3
SW	20	13%	-13	8	-3	-9
NW	6	4%	-5	2	0	-3
Total	68	46%	-54	54	-11	-11

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 5 points

			Winter	Summer	Total
RATING	★★★★	SCORE	-6	-9	-9*

* includes 6 points from Area Adjustment

Detailed House Data

House Details

ClientName	Barbara Garland Garland
HouseTitle	Unit 22, Block 6 Section 40
StreetAddress	Unit 22 of 58 Shackleton Circuit
Suburb	Mawson
Postcode	2607
AssessorName	Kelly Hill
FileCreated	09-06-2026
Comments	Class A Building Assessor Lic No. 2022178

Climate Details

State	
Town	Canberra
Postcode	2600
Zone	24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	93.9m²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	19.8m²
3	Concrete Slab on ground	No Subfloor	No	No	No	Vinyl	R0.0	48.8m²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Brick Veneer	No	R0.0	56.4m	2.4m
2	Framed: FC Sheet Clad	No	R0.5	7.6m	2.4m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Attic - Standard	No	Yes	R3.5	162.5m²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	SW	2.3m	1.2m	No	DG2	TIMB	NC	No	2.5m	1.3m	0.1m
2	NW	2.3m	0.4m	No	DG	TIMB	NC	No	1.4m	0.5m	0.0m
3	SW	2.3m	3.0m	No	DG	TIMB	HP	No	1.4m	0.5m	0.0m
4	SW	1.3m	3.0m	No	DG	TIMB	VE	No	1.4m	0.5m	0.0m
5	SW	2.3m	0.8m	Yes	DG	TIMB	VE	No	0.5m	0.5m	0.0m
6	SW	1.2m	1.6m	Yes	SG	TIMB	CP	Yes	1.2m	0.5m	0.0m
7	SW	1.2m	2.0m	No	SG	TIMB	CP	Yes	1.2m	0.5m	0.0m
8	NE	2.3m	2.0m	No	SG	TIMB	HP	No	1.8m	0.6m	0.0m
9	NE	2.3m	4.3m	No	SG	TIMB	HP	No	1.8m	0.6m	0.0m
10	SE	2.3m	2.0m	No	SG	TIMB	HP	No	3.5m	3.5m	0.0m
11	NE	2.3m	4.3m	No	SG	TIMB	HP	No	3.9m	1.0m	0.0m
12	NW	2.3m	2.0m	No	SG	TIMB	HP	No	3.5m	3.5m	0.0m
13	NE	2.3m	6.0m	No	SG	TIMB	HP	No	1.8m	0.6m	0.0m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	SW	2.3m	1.2m	0.0m	0.0m	0.0m	0.0m	1.2m	0.9m	4.3m	0.0m
2	NW	2.3m	0.4m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	10.0m	0.0m
3	SW	2.3m	3.0m	0.0m	0.0m	0.0m	0.0m	1.4m	0.9m	0.0m	0.0m
4	SW	1.3m	3.0m	0.0m	0.0m	0.0m	0.0m	1.4m	6.1m	0.0m	0.0m
10	SE	2.3m	2.0m	2.3m	3.5m	2.2m	-0.2m	0.0m	0.0m	3.5m	0.0m
11	NE	2.3m	4.3m	0.0m	0.0m	0.0m	0.0m	2.2m	0.0m	2.2m	0.0m
12	NW	2.3m	2.0m	2.3m	3.5m	2.2m	0.0m	3.5m	0.0m	0.0m	0.0m

Sky Light Details

<u>ID</u>	<u>Dir</u>	<u>Tilt</u>	<u>Type</u>	<u>Shade</u>	<u>Utility</u>	<u>Width</u>	<u>Length</u>
1	SW	15 degrees	Double Opal	No	Yes	0.4m	0.4m
2	SW	15 degrees	Double Opal	No	Yes	0.4m	0.4m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? Yes
Is the Entry Door Weather Stripped ? Yes
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	1	2
Downlights	0	0
Skylights	0	0
Utility Doors	1	2
External Doors	1	1

Unflued Gas Heaters 0
Percentage of Windows Sealed 98%
Windows - Average Gap Small
External Doors - Average Gap Small
Gaps & Cracks Sealed Yes

Rater Comments

House Details

ClientName	Barbara Garland Garland
HouseTitle	Unit 22, Block 6 Section 40
StreetAddress	Unit 22 of 58 Shackleton Circuit
Suburb	Mawson
Postcode	2607
AssessorName	Kelly Hill
FileCreated	09-06-2026

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet' will take into account windows that already have Heavy Drapes and Pelmet installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

CONVEYANCING BUILDING FILE INDEX

SUBURB: MAWSON SECTION: 40 BLOCK: 6 UNIT: 22 EX GOV: NO

COU ISSUED Y/N	PLAN NUMBER	FOLIO NO.	DESCRIPTION OF WORK	AMEND	DETAILS	PERMIT NUMBER	COU PLAN NO. & DATE
Y	76590	1	TOWNHOUSE & GARAGE – UNIT 22				
		3				76590	
		16					76590 17/07/1990

For any incomplete approvals please email acbuildingconveyance@act.gov.au for further information on how to complete.

Drainage Plan Number: 52533

Survey: Y (2)

Comments:

CONVEYANCING PART 2

No information is provided in respect of electrical, drainage or sewer matters and or to the location of overhead power lines or underground cables in relation to the building.

	<u>Yes</u>	<u>No</u>
1. (a) Is this a government or ex government house?	☐	☒
(b) If yes, is there a building file with approvals on it?	☐	☐
2. Is there any record of incomplete building work on the building file?	☐	☒
If yes - file copies attached		
3. Are there any records on the building file of current (within 5 years) housing Indemnity insurance policies for building work? If yes - file copies attached	☐	☒
4. Are there any records on the building file showing building applications still being processed? (Current within 3 years) If yes - file copies attached	☐	☒
5. Are there any records on the building file in relation to loose-fill asbestos insulation?	☐	☒

If available, copies of the following documents are provided:

• Certificate/s of Occupancy and Use	☒	☐
• Survey Certificates	☒	☐
• Unit Plan/Unit Entitlements (if property is unit titled)	☒	☐
• Approved Building Plans	☒	☐
• Ex- government Building Plans*	☐	☒

If requested:

• Drainage Plan(s)	☒	☐

ASBESTOS

The ACT Government is not able to guarantee the accuracy of the information in this report.

You should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose fill asbestos insulation (and other forms of asbestos) on the premises. For more information go to the Asbestos Awareness Website –

www.asbestos.act.gov.au

Please note: Development Approval plans will not be included in this report (We do not receive Development Approval Plans unless they are part of a Building Approval in which case they become Building Approval Plans), if development approval was granted you can request copies of the Development Approval plans from ACEPDcustomerservices@act.gov.au.

Please Note: Building approvals that have been generated via eDevelopment will be issued with a project number prefixed by the letter B. Initial building approval documentation will be identified with project number B20XXXX only but will be referenced as B20XXXX/A on the Certificate of Occupancy and Use. Any amendments to the original approval will be issued with the project number and an alphanumeric digit. The first amendment will be identified as B20XXXX/B, the second amendment B20XXXX/C etc. Not all eDevelopment plans will be stamped with the plan number.

***Ex Government plans:** Plans are typical and not specific to each residence. There may be slight changes to the layout or window locations that were not required to be approved.

Search officer comments (if any?)

Search officer initials: Lisa

Cost of application: \$ 144.79

Date completed:

18/05/2026

FORM 1

Real Property (Unit Titles) Act 1970

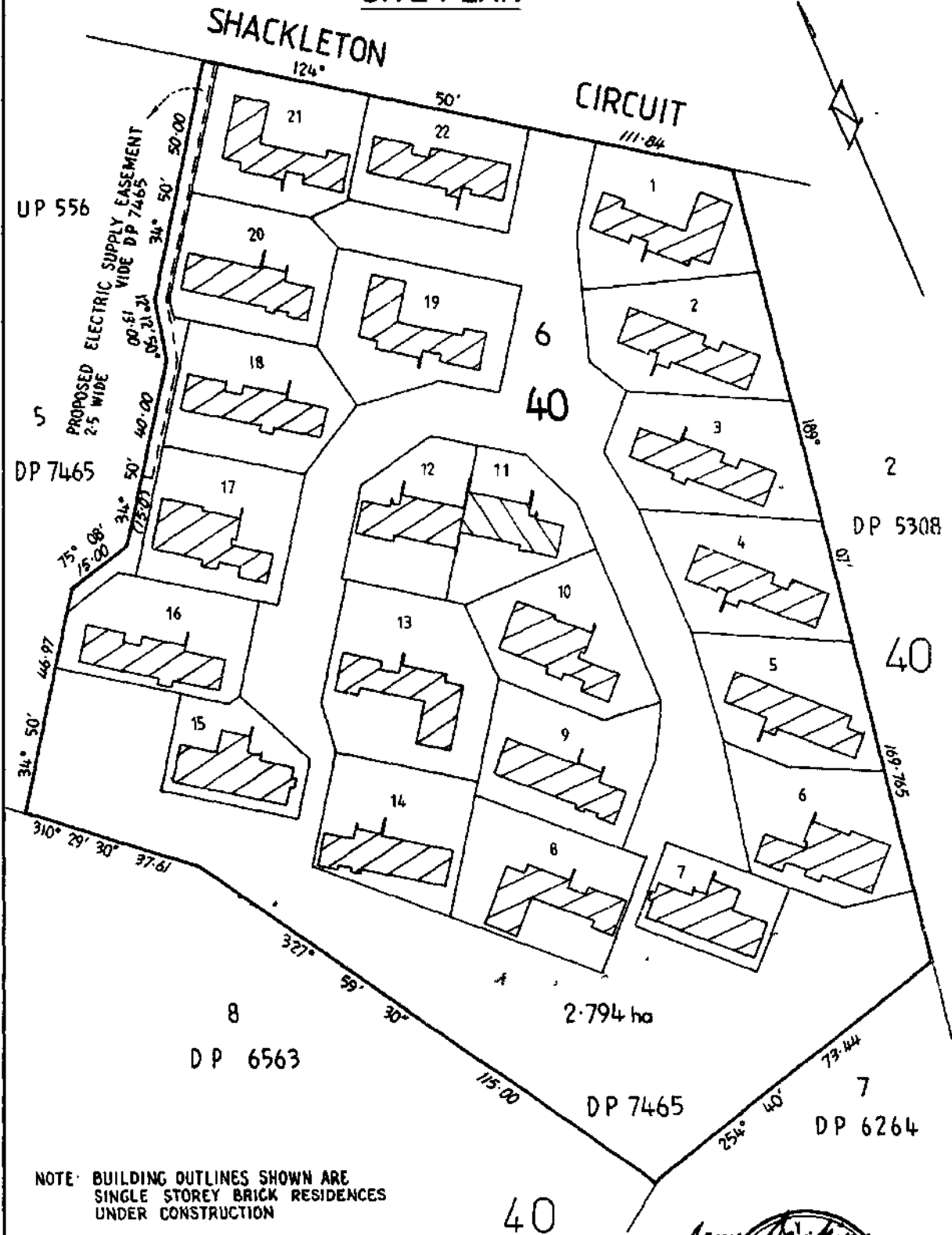
UNITS PLAN No. 622

Block 6
Register Book Volume 1116

Section 40
Folio 15

Division of MAWSON
Deposited Plan No 7465

SITE PLAN



0 10 20 30 40 50
METRES

Scale 1:1000

Stuart Collins
STUART COLLINS
Delegate of the Chief Minister

James Mawson
Registered Surveyor
JACUP KEY LIMITED
Applicant
1989
80291

FORM 1

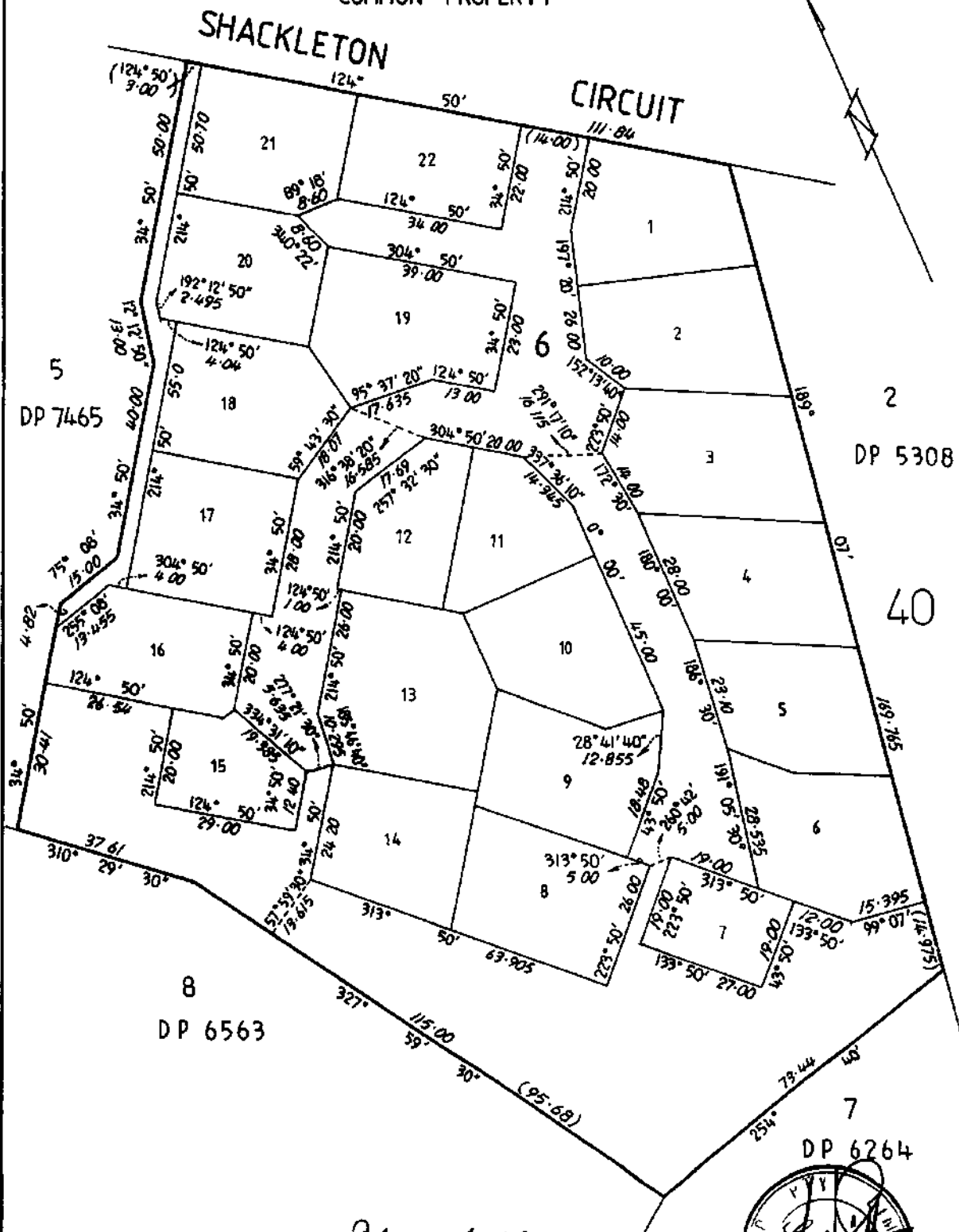
Real Property (Unit Titles) Act 1970
UNITS PLAN No. 622

Block 6
Register Book Volume 1116

Section 40
Folio 15

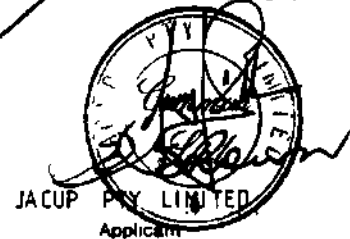
Division of MAWSON
Deposited Plan No 7465

SITE PLAN
COMMON PROPERTY



Scale 1 1000.

Stuart Collins
STUART COLLINS
Delegate of the Chief Minister



REAL PROPERTY (UNIT TITLES) ACT 1970

UNITS PLAN No. 622

BLOCK 6

SECTION 40

DIVISION OF MAWSON

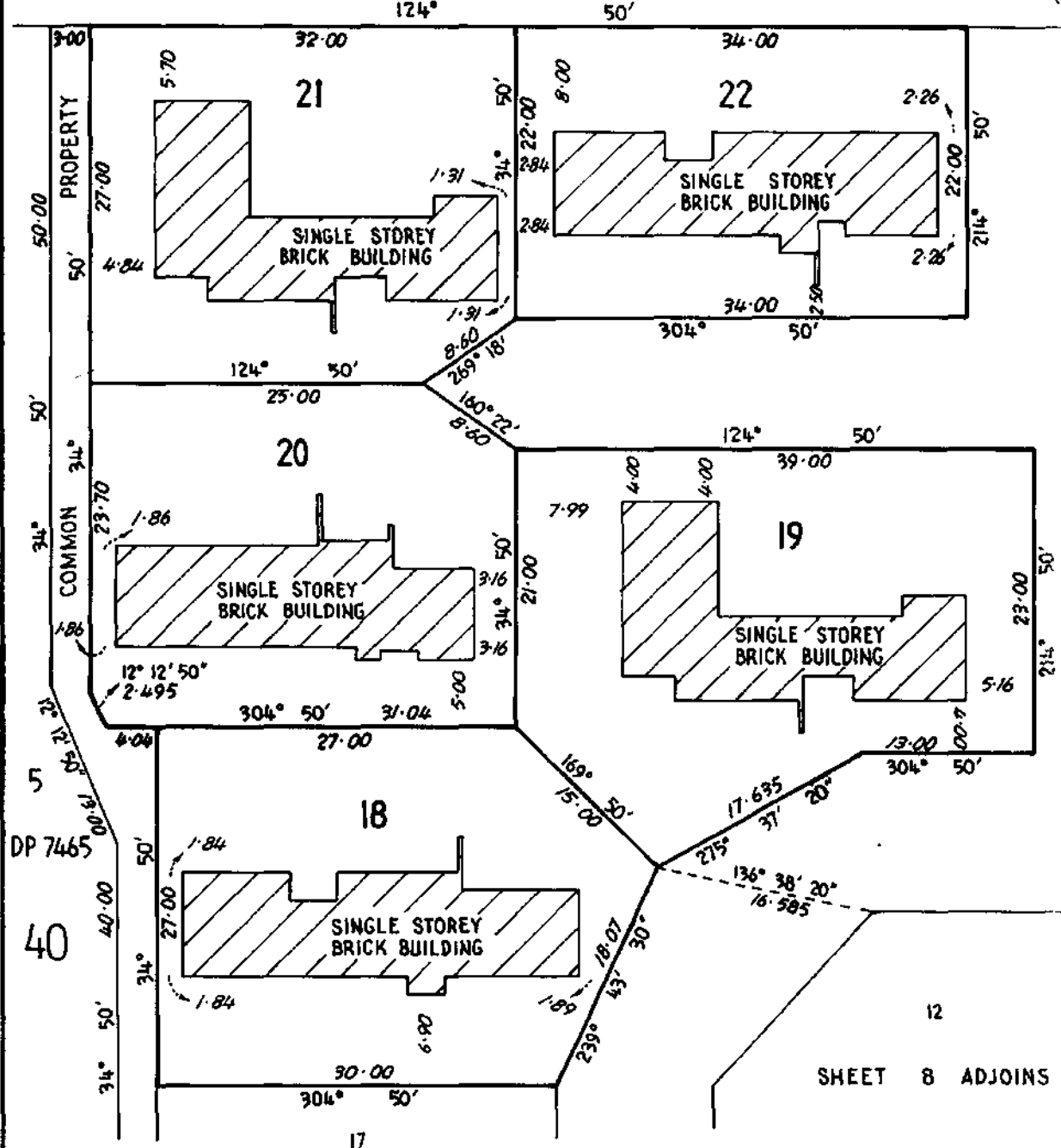
CLASS B UNITS

FLOOR PLAN

UNITS 18-22

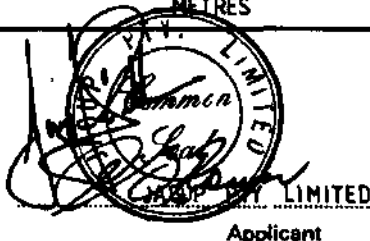
SHACKLETON

CIRCUIT



SCALE 1:400

SHEET 9 ADJOINS

NOTE: ALL BUILDINGS SHOWN
ARE UNDER CONSTRUCTION(1) Graphic
Bar Scale(1) 0 5 10 15 20
METRES

Stuart Collins
STUART COLLINS
Delegate of the Chief Minister

Surveyor's Certificate



**J. R. VAUGHAN, BURTON
& ASSOCIATES PTY. LTD.**

REGISTERED SURVEYORS

1st Floor
53 Colbee Court
Phillip, A.C.T. 2606
Phone 82 2083

37

BLOCK 6 SECTION 40

MAWSON

re: WILLEMSSEN CONSTRUCTIONS PTY LTD

I have surveyed the land being Block 6 Section 40 in Deposited Plan No. 7465 and situate at Shackleton Circuit, Division of MAWSON, District of Woden Valley in the Australian Capital Territory

Under construction upon the subject land are brick residential units the positions of which in relation to the boundaries are as shown on the sketch. annexed hereto.

Apparent easements affecting the subject land are as shown.

The subject land is unfenced.

There are, in my opinion, no visible encroachments by or upon the subject land.

SEE ANNEXED SKETCH.



I certify that the survey in this Plan was made in accordance with the Survey Practice Directions.

Scale

James Sawkins 30/10/1989
Surveyor Registered under the A.C.T. Surveyor's Ordinance 1967
Surveyor Registered under the N.S.W. Surveyor's Act 1929
80291

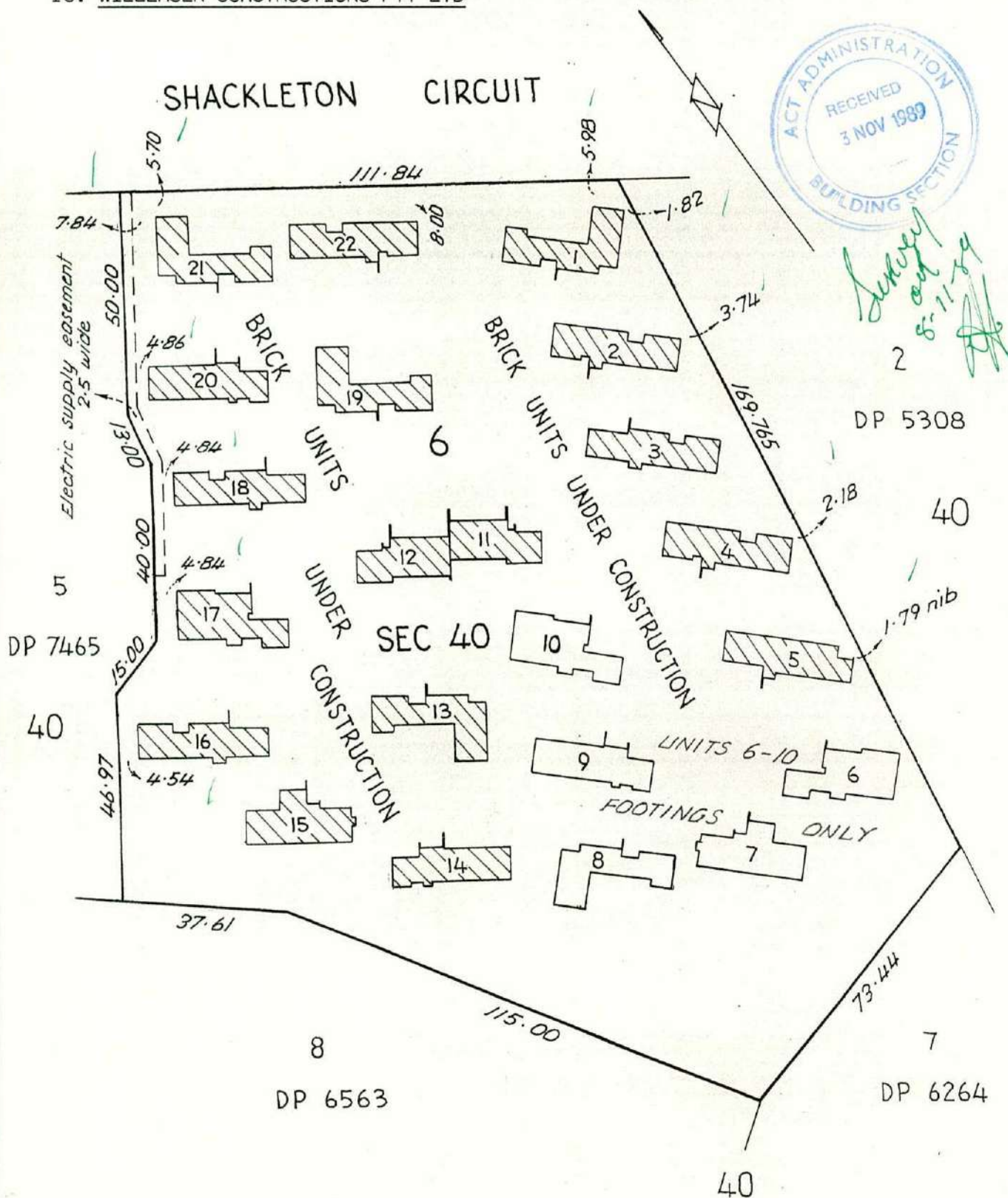
REGISTERED SURVEYORS

1st Floor
53 Colbee Court
Phillip, A.C.T. 2606
Phone 82 2083

36

MAWSON

re: WILLEMSSEN CONSTRUCTIONS PTY LTD



I certify that the survey in this Plan was made in accordance with the Survey Practice Directions.

Scale 1 : 1250

Surveyor Registered under the A.C.T. Surveyor's Ordinance 1967
Surveyor Registered under the N.S.W. Surveyor's Act 1929

80291



Surveyor's Certificate

**J. R. VAUGHAN, BURTON
& ASSOCIATES PTY. LTD.**

REGISTERED SURVEYORS

1st Floor
53 Colbee Court
Phillip, A.C.T. 2606
Phone 82 2083

44

BLOCK 6 SECTION 40MAWSONre: WILLEMSSEN CONSTRUCTIONS PTY LTD

I have surveyed the land being Block 6 Section 40 in Deposited Plan No. 7465 and situate at Shackleton Circuit, Division of MAWSON, District of Woden Valley in the Australian Capital Territory

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80291

Surveyor's Certificate



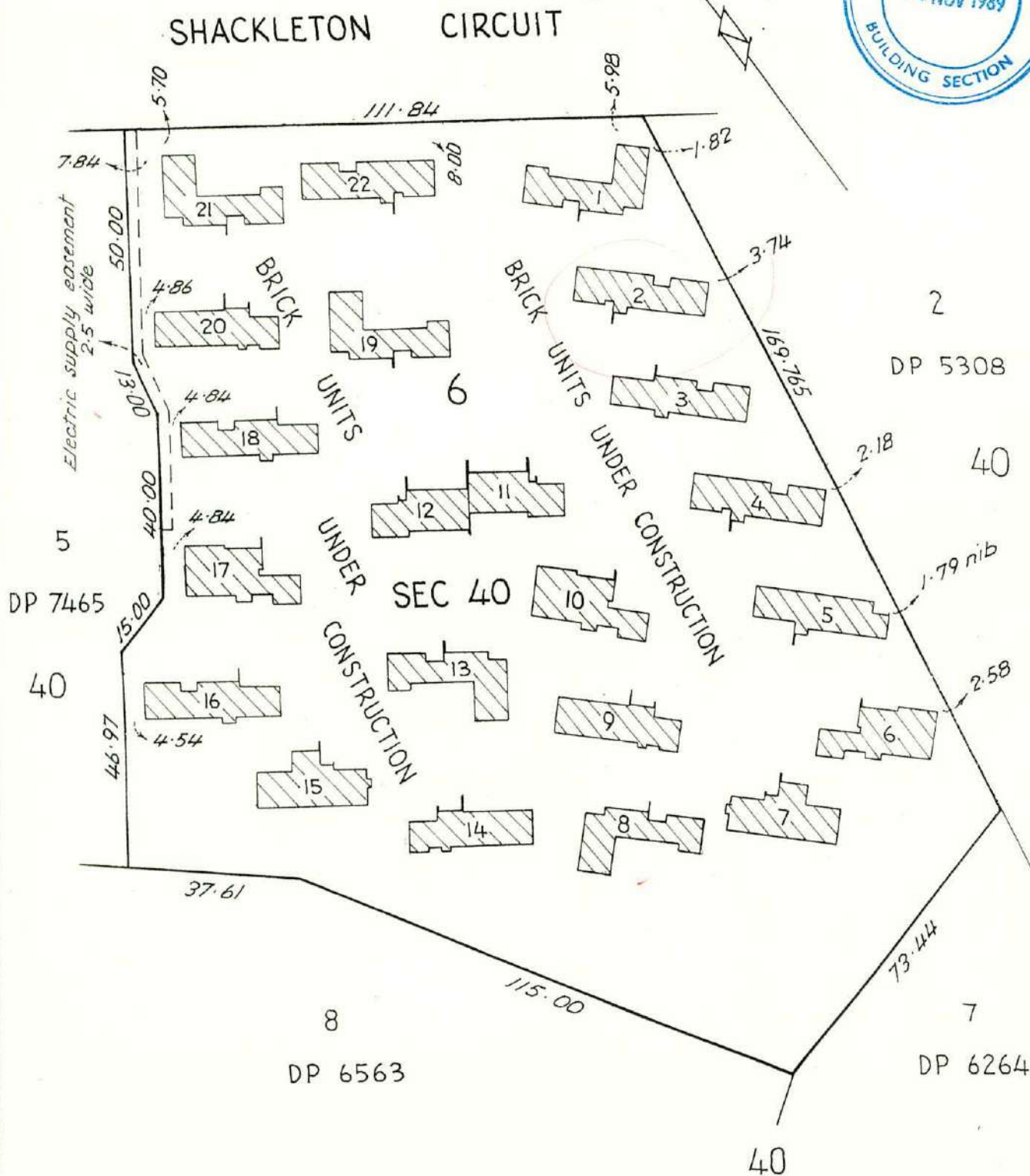
J. R. VAUGHAN, BURTON & ASSOCIATES PTY. LTD.

REGISTERED SURVEYORS

1st Floor
53 Colbee Court
Phillip, A.C.T. 2606
Phone 82 2083

BLOCK 6 SECTION 40
MAWSON

re: WILLEMSSEN CONSTRUCTIONS PTY LTD



Units 6 - 10 brickwork to floor level 13/11/1989.

James Sawkins

I certify that the survey in this Plan was made in accordance with the Survey Practice Directions.

James Sawkins 30-10-89

Surveyor Registered under the A.C.T. Surveyor's Ordinance 1967
Surveyor Registered under the N.S.W. Surveyor's Act 1929

Scale 1 : 1250

80291



Department of Urban Services
ACT Building Control

16

Certificate of Occupancy or Use

Pursuant to Part V of the Building Act 1972, the building consisting of:

Town House & Garage

situated at

Block 6	Section 40	Division Mawson Unit 22
or situated at		

is considered to be substantially in accordance with the prescribed requirements for occupancy and use, subject to the endorsements listed below.

Approved plan Nos. 76590		
Type of construction* N/A	Class of occupancy* 1 & 10	(*as defined in the Building Manual A.C.T.)
Permit No. 114313	Name of permit holder Willemssen Constructions	

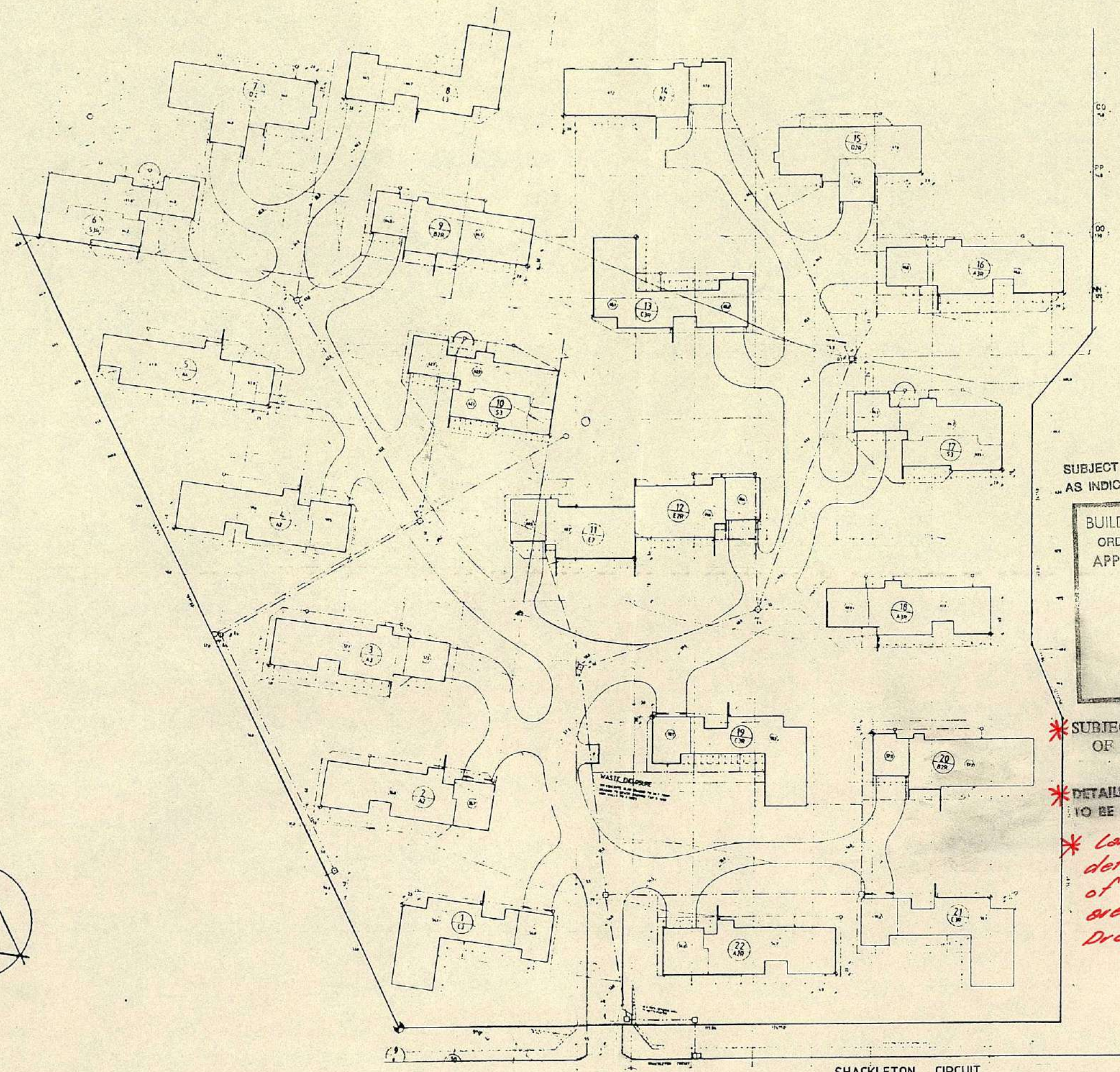
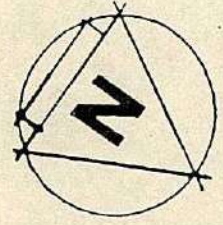
Endorsements

The issue of this Certificate does not affect the liability of a person to comply with the provisions of a law of the Territory (including the Building Act) relating to the building work nor does it authorise the use of the land contrary to a provision, covenant or condition of lease.

76453

Attitude
Deputy Building Controller

17.7.90
Date



SHACKLETON CIRCUIT

PLANS/FILE No. 76590
Received Building Section
15 AUG 1989
ACT Administration

BLOCK 6 SECTION 40 MAWSON
SITE PLAN

SUBJECT TO CONDITIONS
AS INDICATED ON DRAWING *

BUILDINGS (DESIGN AND SITING)
ORDINANCE 1964 AS AMENDED
APPROVAL GRANTED

14 AUG 1989
Alan Timmins
INTERIM TERRITORY
PLANNING AUTHORITY

* SUBJECT TO APPROVAL OF SAMPLES
OF ALL EXTERNAL MATERIALS
TO BE SUBMITTED

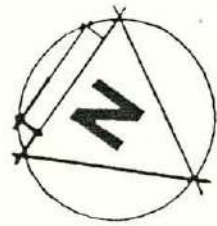
* DETAILS OF LANDSCAPE PROPOSALS
TO BE SUBMITTED FOR APPROVAL

* *Landscape plan to include
details on development
of common open space
area defined on
Drawg 84/SP31/b.*

shackleton park
Gary J. Willemssen
1/26 Macquarie Street Barton 2603 Tel. 73 2244
P.O. Box 3197 Manuka A.C.T. 2603 Fax 73 1601

ALL PLANS ARE THE PROPERTY OF WILLEMSEN CONSTRUCTIONS AND MAY NOT BE REPRODUCED. BREACHES OF COPYRIGHT WILL BE PROSECUTED.

6/78 *[Signature]*

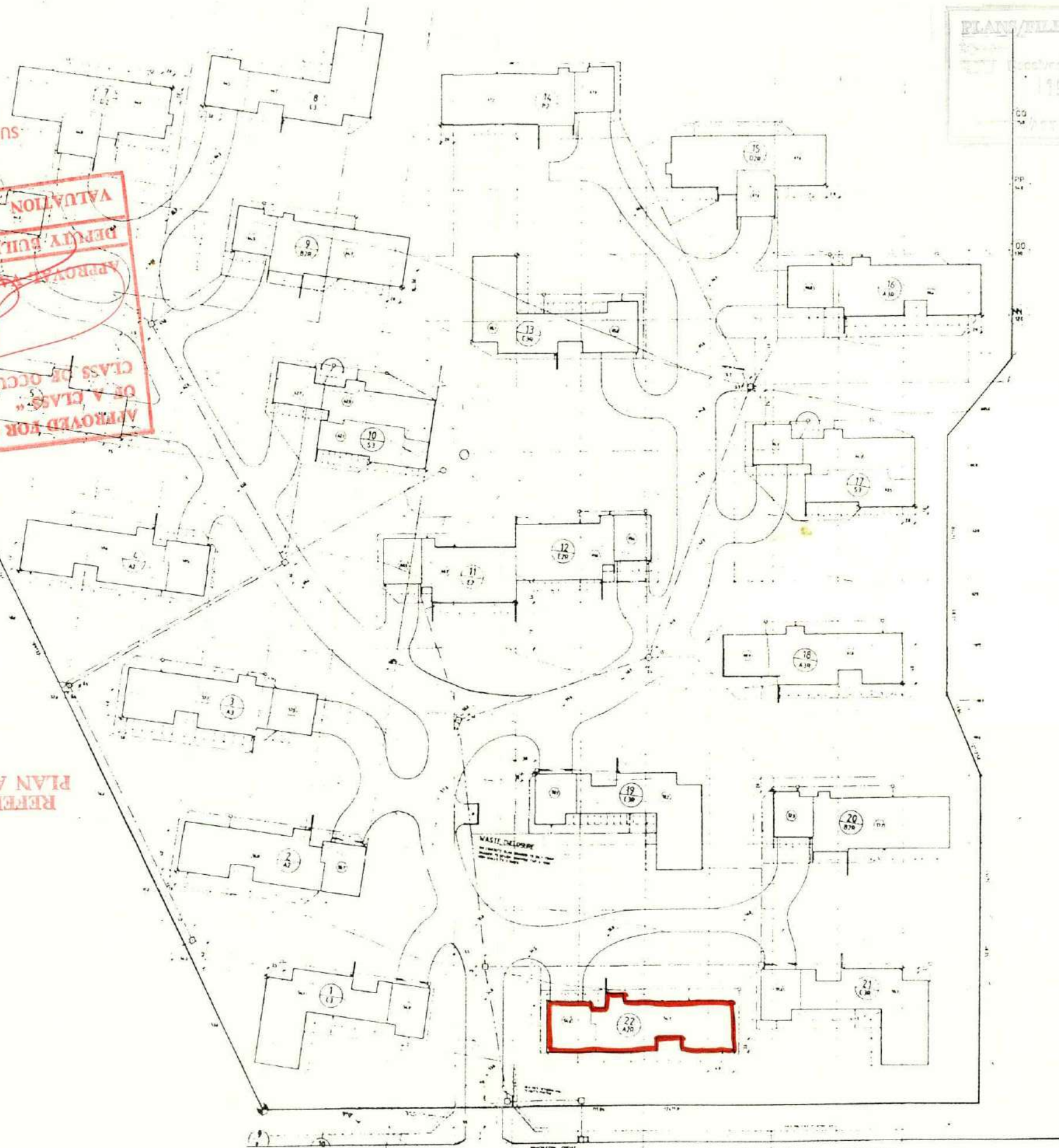


REFER TO MAIN FILE FOR
PLAN APPROVAL CONDITIONS
AND DETAILS

UNIT 22

APPROVED FOR CONSTRUCTION BY THE HOLDER
OF A CLASS "A" LICENCE.
CLASS OF OCCUPANCY: RESIDENCE 1
OUTBUILDINGS X
01 SEP 1989
APPROVAL VALID FOR 12 MONTHS ONLY
DEPUTY BUILDING CONTROLLER
VALUATION

THIS APPROVAL DOES NOT
SUPERSEDE THE REQUIREMENTS OF
THE ACT BUILDING MANUAL



PLANS/FILE No. 76590
Issued Building Section
115 AUG 1989

SHACKLETON CIRCUIT

shackleton
park

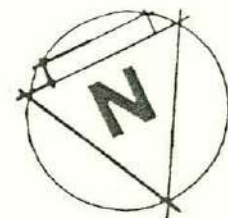
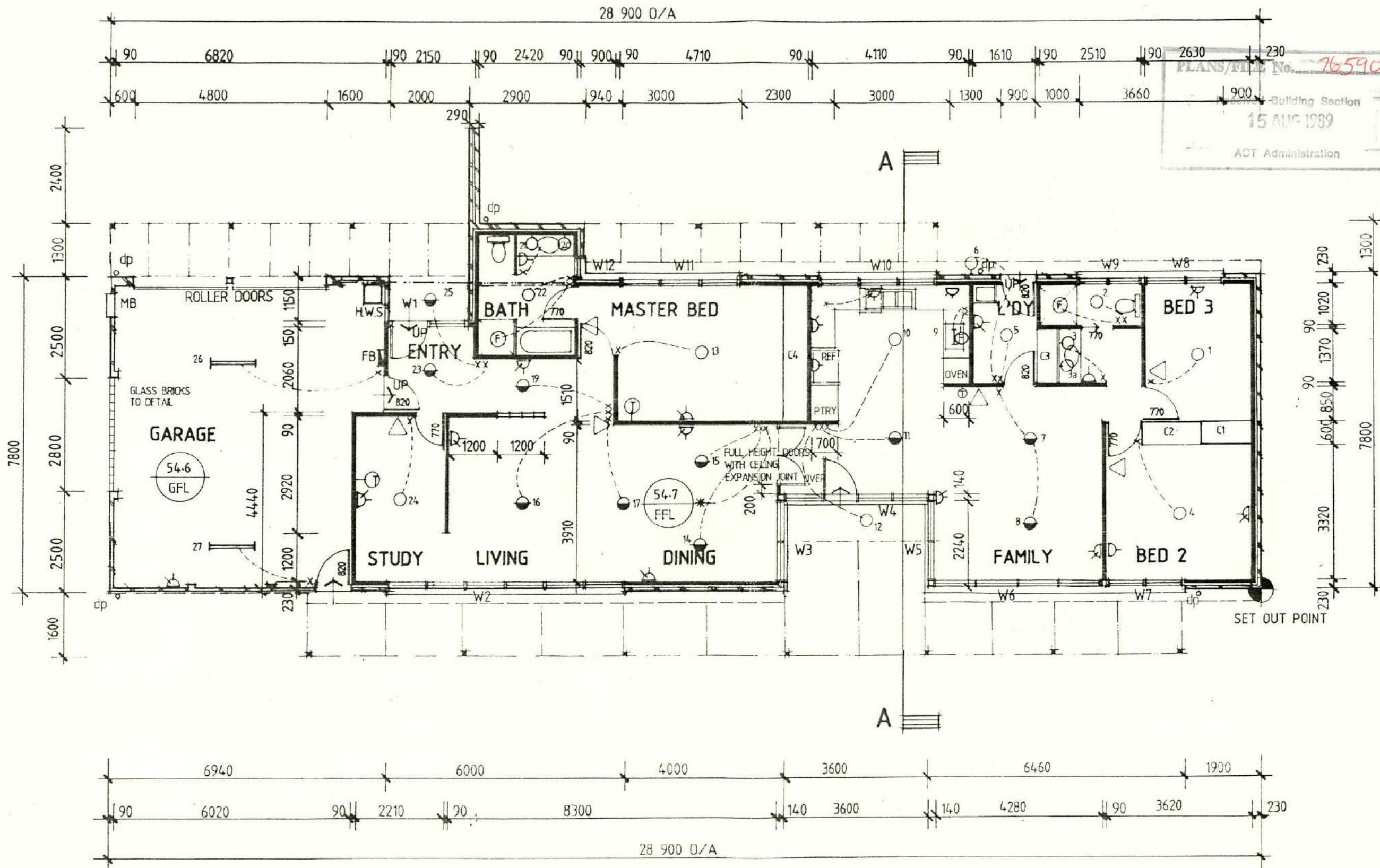
Gary J. Willemssen

1/26 Macquarie Street Barton 2603 Tel. 73 2244
P.O. Box 3197 Manuka A.C.T. 2603 Fax 73 1601

BLOCK 6 SECTION 40 MAWSON

SITE PLAN

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shackleton
park

Gary J. Willemssen

1/26 Macquarie Street Barton 2603 Tel. 73 2244
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BLOCK 6 SECTION 40 MAWSON

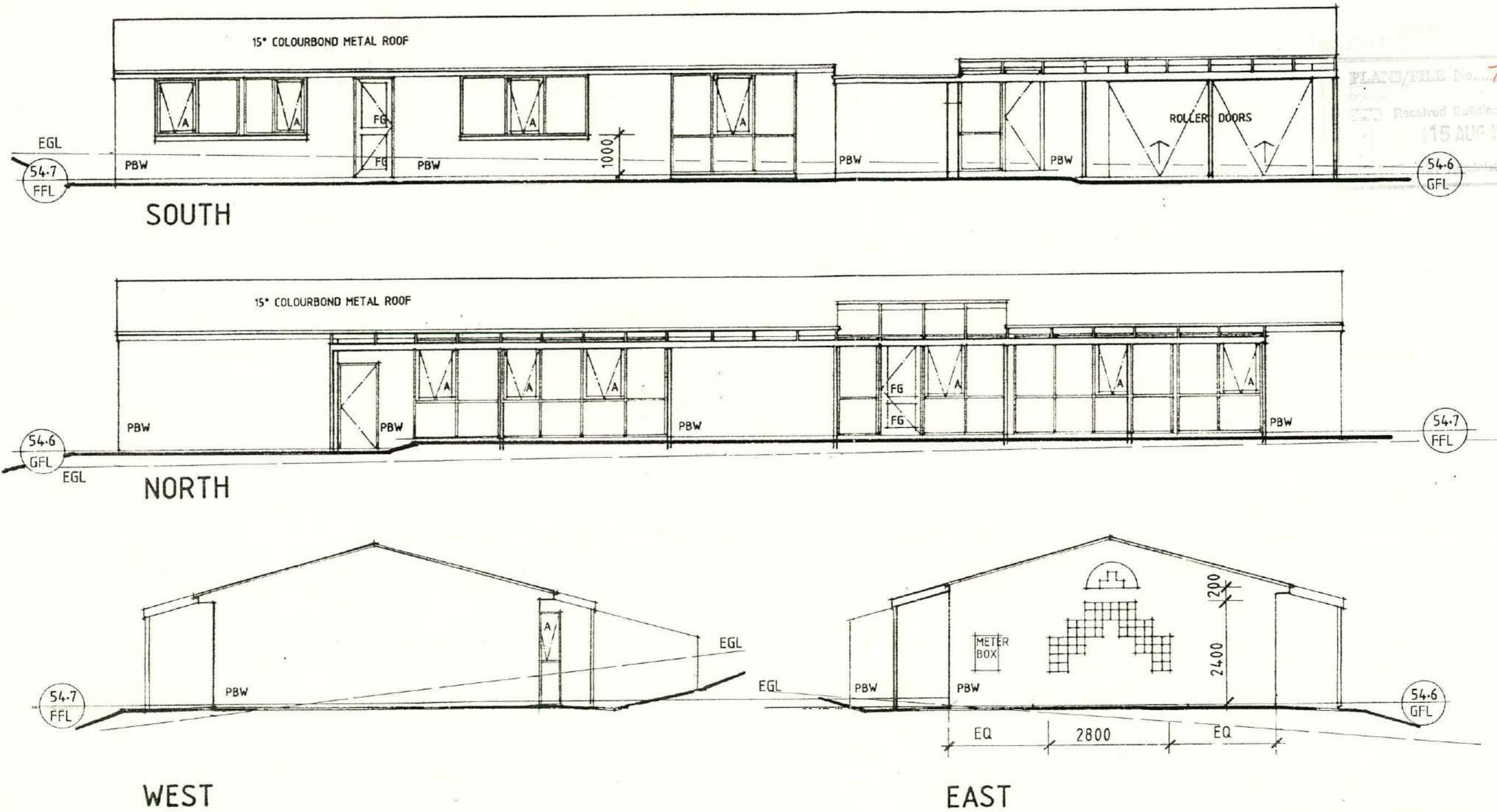
UNIT 22
TYPE A2R

SCALE 1:100
DRAWN GW

DATE JULY '89

DWG.

ALL PLANS ARE THE PROPERTY OF WILLEMSSEN CONSTRUCTIONS AND MAY NOT BE REPRODUCED. BREACHES OF COPYRIGHT WILL BE PROSECUTED.



COLOURBOND METAL DECK FIXED TO MANUFACTURERS SPECIFICATIONS WITH DOUBLE SIDED SISALATION & R2.5 INSULATION UNDER

ROOF TRUSSES TO DETAIL AT 900cmts WITH 50x50 PURLINS OVER 100x75 F7 BEAM OVER LOADBEARING CEDAR WINDOW FRAMES. 200x38 R.S. OREGON FASCIA

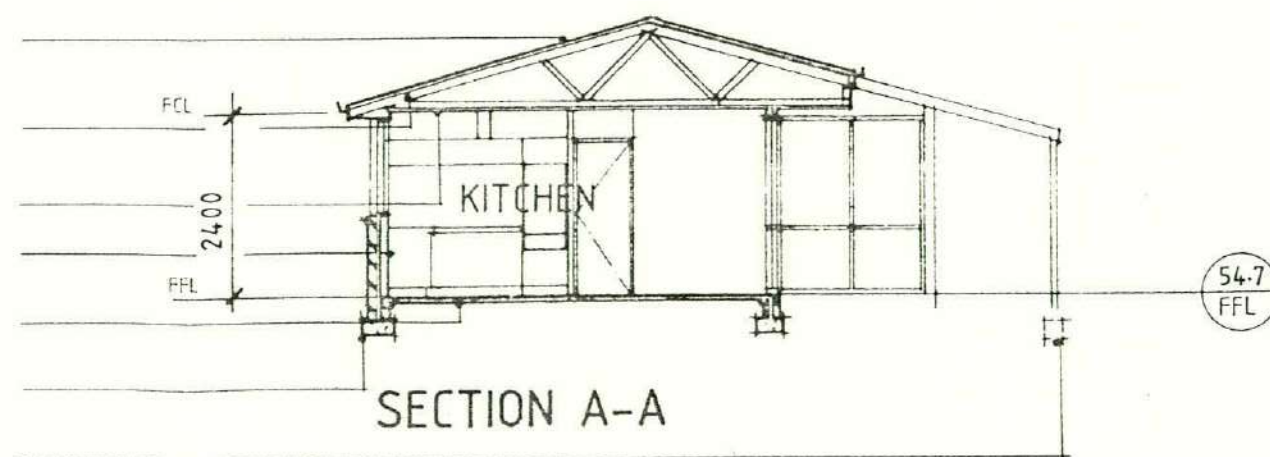
10mm PLASTERBOARD CEILING ON 50x38 BATTENS

TIMBER FRAMING IN ACCORDANCE WITH AS.1634

100mm 20MPa CONCRETE SLAB WITH TOP LAYER F62 MESH ON MAX. 400mm COMPACTED BASE WITH 200 UM WATERPROOF MEMBRANE. REFER TO ENGINEER'S DETAIL IF FILL EXCEEDS 400mm

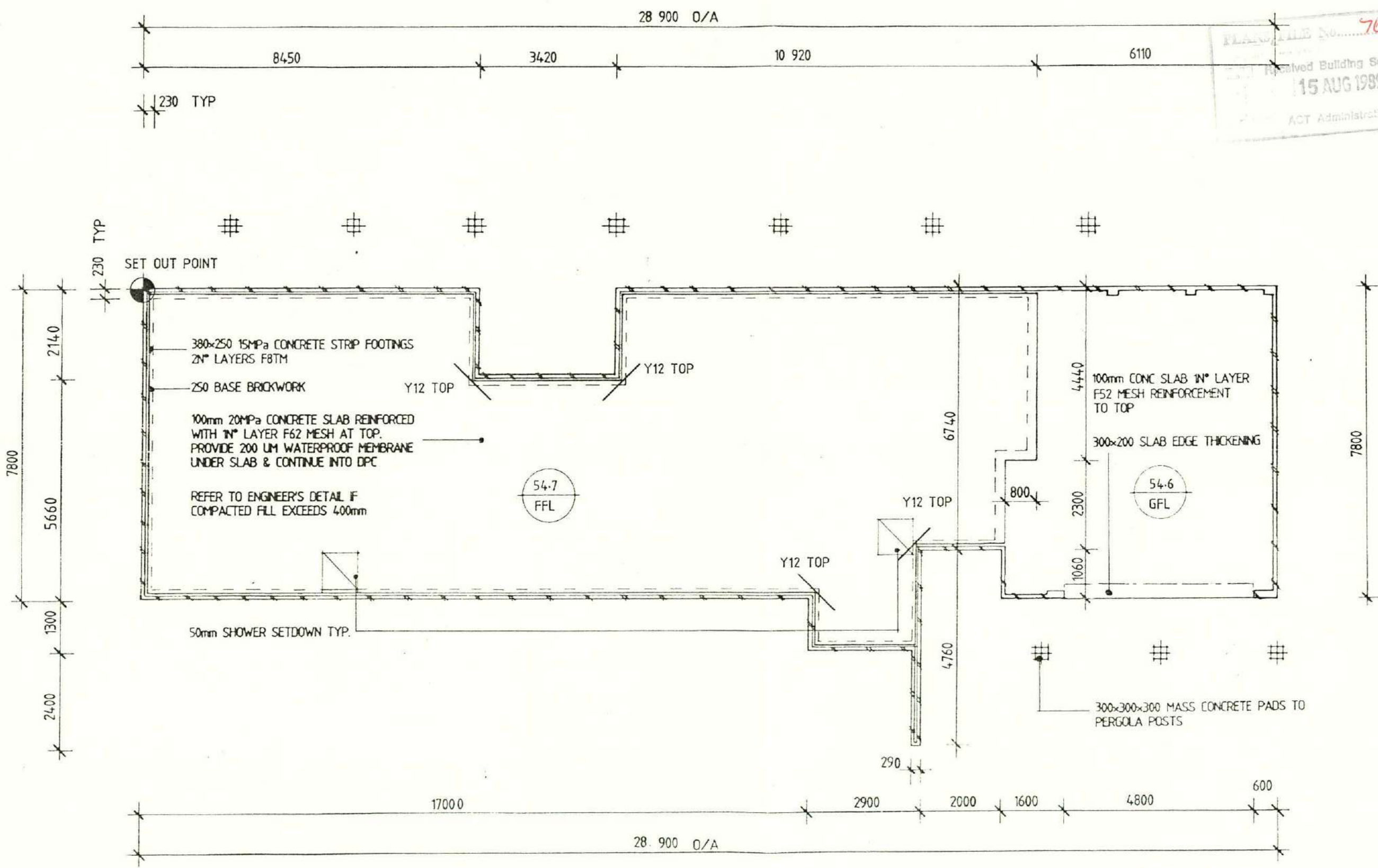
380x250 15MPa CONCRETE STRIP FOOTINGS 2N° LAYERS F8TH

76x76 STEEL POSTS WITH 300x300x300 MASS CONCRETE PAD FOOTINGS



shackleton park
 Gary J. Willemssen
 BLOCK 6 SECTION 40 MAWSON
 UNIT 22
 SCALE 1:100
 DATE JULY '89
 TYPE A2R
 DRAWN GW
 D'WG.

ALL PLANS ARE THE PROPERTY OF WILLEMSSEN CONSTRUCTIONS AND MAY NOT BE REPRODUCED. BREACHES OF COPYRIGHT WILL BE PROSECUTED.



PLAN No. 76590

Received Building Section

15 AUG 1989

ACT Administration

shackleton park

Gary J. Willemssen

1/26 Macquarie Street Barton 2603 Tel. 73 2244
P.O. Box 3197 Manuka A.C.T. 2603 Fax 73 1601

Block 6 Section 40 Mawson

UNIT 22

TYPE A2R

SCALE 1:100

DRAWN GW

DATE JULY '89

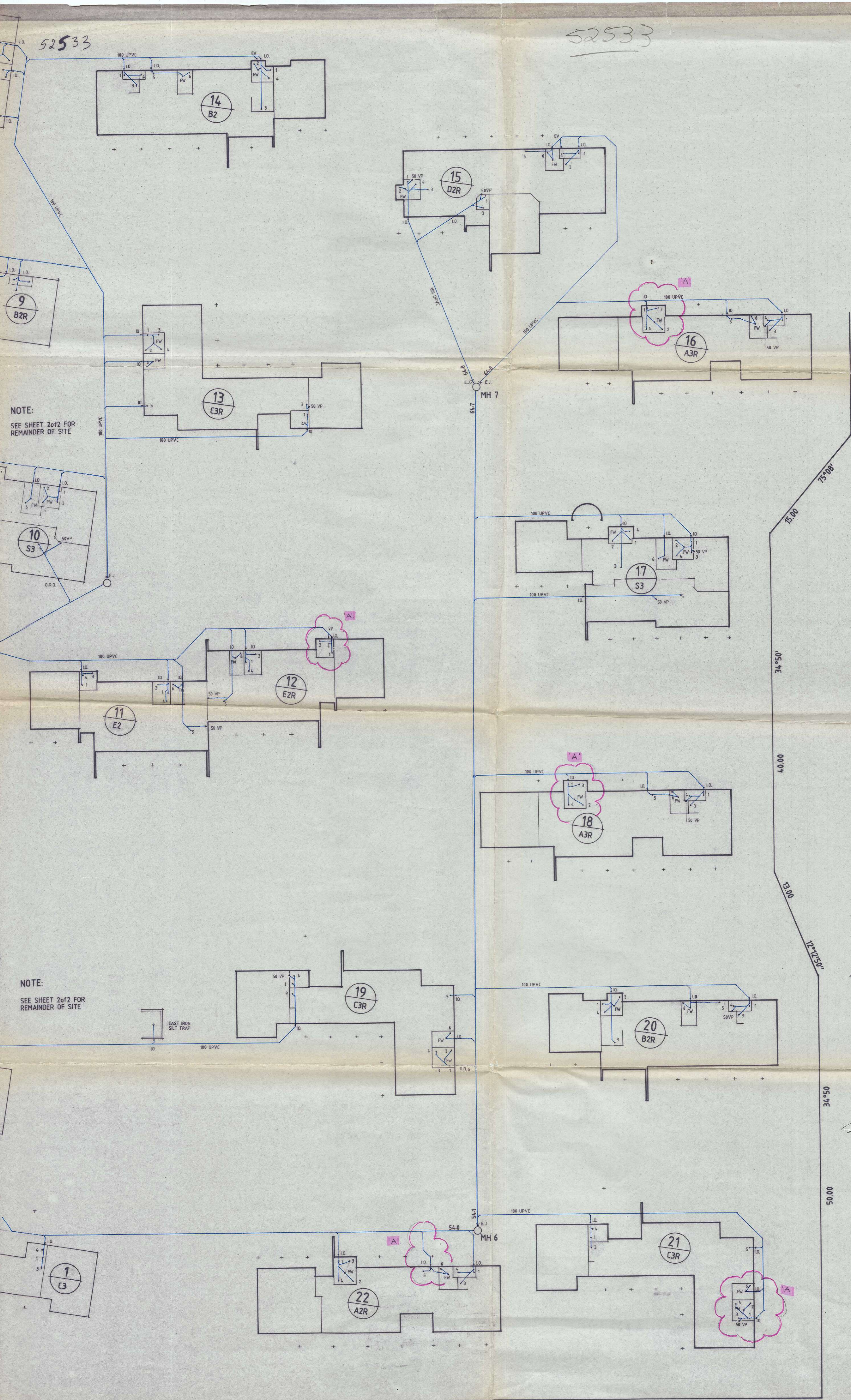
DWG

ALL PLANS ARE THE PROPERTY OF WILLEMSSEN CONSTRUCTIONS AND MAY NOT BE REPRODUCED. BREACHES OF COPYRIGHT WILL BE PROSECUTED.

FOR WILLEMSSEN PROJECTS
AT BLOCK 6 SECTION 40 MAWSON

DESIGNED TO NSW CODE OF PRACTICE-HOUSE DRAINAGE

SCALE 1:200
SHEET 1 OF 2



REFERENCE

- I.O. INSPECTION OPENING
E.J. EXPANSION JOINT
V.P. VENT PIPE
M.H. MAN HOLE
F.W. FLOOR WASTE
O.R.G. OVERFLOW RELIEF GULLY
U.P.V.C. UNPLASTICISED POLYVINYL CHLORIDE

FIXTURES

1. WATER CLOSET	46
2. BATH	25
3. BASIN	46
4. SHOWER	44
5. SINK	22
6. TROUGH	22
	205 TOTAL

NOTES

1. ALL WORK MUST BE CARRIED OUT IN CONFORMITY WITH THE CANBERRA SEWERAGE AND WATER SUPPLY REGULATIONS
2. THIS PLAN IS TO BE READ IN CONJUNCTION WITH THE APPROVED ARCHITECTURAL PLANS
3. ALL DRAINS ARE TO BE Laid IN GREEN LINE
4. EXISTING DRAINS ARE SHOWN IN GREEN LINE
5. DRAINS ARE TO BE SUPPORTED ON SOLID GROUND
6. MANHOLES TO BE CONSTRUCTED IN ACCORDANCE WITH THE DEF. OF. OF HOUSEHOLD CONSTRUCTION STANDARD DRAWING #H12 AND FITTED WITH HEAVY DUTY CAST IRON COVERS
7. U.P.V.C DRAINS TO BE IN ACCORDANCE WITH AS 2532-1977 AND OF PRACTICE
8. INSPECTION OPENINGS MUST BE PROVIDED AT THE PROPERTY BOUNDARY, ON EACH WC OR SLOP HOPPER BRANCH AT EQUIDISTANT INTERVALS OF NOT MORE THAN 30 METRES IMMEDIATELY UPSTREAM AND DOWNSTREAM OF ALL JUMP-UPS ALL DRAINS TO BE 150mm DIA
9. CONNECTION TO EXISTING SEWER MAIN/MANHOLE TO BE MADE BY A.C.T. WATER ADMINISTRATION AT OWNER'S/CONTRACTOR'S EXPENSE
10. ~~LANDFILL FNS ARE TO BE CHARGED BY A 10mm DIA 150mm DEEP HOPPER BRANCH~~
11. OVERFLOW RELEV GULLY (O.R.G.) TOP TO BE MIN. 150mm BELOW LOWEST FIGHTING WITH A FURTHER 50mm FROM TOP TO PAVING LEVEL OR A FURTHER 150mm FROM TOP TO UNPAVED GROUND LEVEL
12. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH SHEET 2.

DESIGNED BY GARY J. WILLEMSSEN

CANBERRA SEWERAGE AND WATER SUPPLY
REGULATIONS
HOUSE CONNECTION SEWERS APPROVED

① ② ③ ④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩ ⑪ ⑫ ⑬ ⑭ ⑮ ⑯ ⑰ ⑱ ⑲ ⑳ ㉑ ㉒ ㉓ ㉔ ㉕ ㉖ ㉗ ㉘ ㉙ ㉚ ㉛ ㉜ ㉝ ㉞ ㉟ ㊱ ㊲ ㊳ ㊴ ㊵ ㊶ ㊷ ㊸ ㊹ ㊺ ㊻ ㊼ ㊽ ㊾ ㊿

Paul Day 2 ENGINEER 19-9-89

AMENDMENTS

AMENDMENT 'A' JULY 1990
MANHOLE N#4 DELETED
EXTERNAL DRAINAGE LINES TO UNITS 1 & 2
RE LOCATED.
MINOR INTERNAL AMENDMENTS TO UNITS
AS INDICATED. 'A'.



31-7-90

PAYMENT PENDING

As per terms and conditions in the
Residential Reports Client Guarantee



Tax Invoice

Inspection Number 46884

Please ensure this number is used when making payment

5 May 2026

Tanya Desmond

For the Property at: 22/58 Shackleton Circuit Mawson ACT 2607

NO PAY UPFRONT RAPID INSPECTIONS PACKAGE	
Access Canberra conveyancing fees (no GST)	181.00
Property Inspection and Report (package price)	520.00
Timber Pest Inspection and Report (package price)	490.00
Building Compliance Inspection and Report (package price)	475.45
First Rate Energy Efficiency Inspection & Report (complimentary)	0.00
Subtotal	1,666.45
Total GST	148.55
TOTAL INC GST	\$1,815.00

Thank you for your business

We offer comprehensive Pest Management Solutions!

Call now to book your regular Pest Control Service

No Pay Package Conditions: This invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 46884
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 46884 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited **ABN 38 609 880 122**

35 Poynton Street Hughes ACT 2605 **p 6288 0402** info@residentialreports.com.au

Member- Master Builders Association & The Australian Environmental Pest Managers Association

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:



1. Exterior

roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities

A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen

wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas

wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard

fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

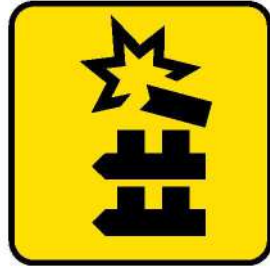
If a home was built before 1990

it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

Asbestos materials become dangerous when:



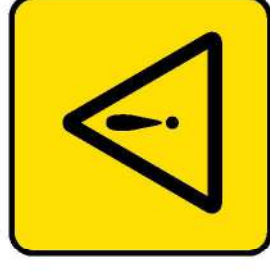
Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.